The Bombay Gazette.

No. 7,602.—New Series. BOMBAY :—TUESDAY, JULY 26, 1870. Annual Subscription in Advance...Rupees Fifty-two.

THE BOMBAY GAZETTE.

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All Cheques, Money Orders, and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.

THE British India Steam Navigation Company (Limited), under contract with Government, despatch Steamers as above, with Mails, Passengers, and Cargo, every fourteen days.

The Steam ship BUSHEER, 792 tons, 130 H. P., Commander C. C. D. Hutcheson, will be despatched on the 2nd August 1870, at noon.

	Aug.		Aug.
Leave Bombay	2	Leave Madras	15
„ Carwar	4	„ Coconada	17
„ Narrakal	6	„ Vizagapatam	18
„ Tuticorin	7	„ Bimlipatam	18
„ Colombo	8	„ Gopalpore	19
„ Galle	9	„ False Point	20
„ Negapatam	11	Arrive Calcutta	21
„ Pondicherry	12		

During the S. W. Monsoon viz. from the beginning of June to the end of August, the steamers do not communicate with the ports of Rutnagherry, Vingorla, Mangalore, Cannanore, Tellicherry, Calicut, Beypore, and Cochin, but passengers for these ports and the Neilgherries may be landed at Narrakal, six miles north of Cochin from whence they may proceed by back water to stations on the Madras Railway.

Passengers for Calcutta can take the same route, picking up the steamer at Madras.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging Cargo and Passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.)

THE British India Steam Navigation Company (Limited) under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at Kurrachee, Guadur, Muscat, Bunder Abbas, Linga, Bushire, Fao, Mahomerah, and Bussorah.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE British India Steam Navigation Company (Limited), under Mail Contract with Government, and in connection with the Weekly Service from England, despatch a Steamer to Kurrachee every Saturday at 4 P.M.

The Steam-ship KURRACHEE, 510 Tons, 120 H. P., Commander A. Cottier, will be despatched on the 30th July 1870, at 4 P.M.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH ITALY.

(VIA SUEZ CANAL).

THE Steam Navigation Company of Messrs. R. RUBATTINO and Co. of GENOA, will despatch, on the 15th of each month, one of their four New Steamers, viz. :—

INDIA.......Capt. Dodero...... 2,000 Tons...... 700 H. P.
ASIA........Capt. ——— ...... 2,000 Tons...... 700 H. P.
PERSIA......Capt. Crocco...... 2,000 Tons...... 700 H. P.
ARABIA......Capt. Buzzolino.. 2,000 Tons...... 700 H. P.

[illegible] OM BOMBAY TO GENOA

calling at ADEN, S[illegible] PORT SAID, ALEXANDRIA, MESSINA, NAPLES, and L[illegible] HORN.

These Steamers, especially built for Passenger Traffic and fitted out with elegance, and comfort, offer superior accommodation to 1st, 2nd and 3rd class Passengers.

PASSENGER RATES.

(Inclusive of Transit Fees through the Canal.)

	1st Class.	2nd Class.		3rd Class.	
To Aden	£22	£15	Including Wines.	£4	Without Food.
Suez	36	22		8	
Port Said	38	24		9	
Alexandria	39	25		10	
Messina	45	32		12	
Naples	47	34		13	
Leghorn	50	35		15	
Genoa	50	35		15	
Marseilles	53	36		15-10	

Children under 3 years, free of charge.
Children not above 10 years, half fare.

Passengers are allowed to break their voyage at any of the abovenamed Mediterranean Ports, and to resume it by any of the Company's Steamers to the port of destination marked on their Tickets.

Passengers returning within 6 months of their departure from Bombay by the Steamers of the Company are entitled to a reduction of 20 per cent. on the Return Fare.

Berths may be secured in advance by depositing half the Passage Money.

In accordance with the above, the s. s. ASIA will be despatched to Genoa on the 15th September next.

For prospectus, rates of freight and further particulars apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 14th July 1870.

NEW OVERLAND ROUTE

(via SUEZ CANAL.)

DIRECT SERVICE BETWEEN BOMBAY and MARSEILLES, touching at ADEN, SUEZ, ISMAILIA, PORT SAID, ALEXANDRIA (in case of need), and MARSEILLES.

LA COMPAGNIE MARSEILLAISE DE NAVIGATION A VAPEUR.—MARC FRAISSINET PERE and FILS will DESPATCH STEAMERS MONTHLY from BOMBAY to MARSEILLES, via the SUEZ CANAL.

Freight.—The Company undertake to grant through Bills of Lading for the above, and most other Continental Ports and also to Liverpool. They have further made arrangements to forward Cotton at a through rate from Bombay to the principal towns in France, Germany, Switzerland, Italy, Belgium, and Spain.

Freight on Goods shipped to Europe to be payable at destination.

INSURANCE may be effected on very moderate terms, under the Company's Floating Policy, on goods shipped to the Continent by their own Steamers. Premiums of Insurance from Bombay to Marseilles ¾ per cent.

The undersigned are further prepared to receive Merchandize from up-country, and to forward same to any part of Europe.

PASSENGER RATES.

(Inclusive of Wines, and all Transit Fees through the Canal.)

	1st Class.	2nd Class.	Deck.	
To Aden	£ 25	£ 15	£ 5	Without food
„ Suez	£ 40	£ 22-10	£ 8	
„ Port Said	£ 42	£ 24	£ 9	
„ Marseilles	£ 56	£ 36	£ 14	

Children over three and under ten years of age, half fare.

The Company issue Return Tickets available for six months, deducting 20 per cent from the cost of the Return Passage.

The Steamers carry both Doctor and Stewardess.

Departures from Marseilles on the 1st and from Bombay about the 7th of each month.

Owing to the Monsoon, the departures fixed for July and August, have been suspended.

The fine Steam Ship EUROPE, 3,500 tons, Captain Martino, will be despatched on or about the 7th September next.

For further particulars, rates of Freight, &c., apply to

KUNKLER, PREISWERCK, & Co., Agents.

Elphinstone Circle, 8th June 1870.

DAILY MARKET PRICE CURRENT.

PUBLISHED by the MUNICIPAL COMMISSIONER.

THE DAILY MARKET PRICE CURRENT gives the MAXIMUM PRICES of all the ARTICLES sold in the ARTHUR CRAWFORD MARKETS. Delivered daily to Subscribers to the "Bombay Gazette" for ONE RUPEE a MONTH. Single Copies, One Anna each. Those wishing to subscribe will please apply to the Manager, "Bombay Gazette."

THE TWENTY-FIVE LAKH LOAN CASE.

Now Ready, at *Bombay Gazette* Office,

[illegible]UDGMENTS delivered by Mr. Justice Westropp and Sir Charles Sargent in the case of the

BANK OF BOMBAY

VERSUS

THE [illegible]ENTAL BANKING CORPORATION.

The abo[illegible] may be had [illegible] been reprinted in Pamphlet Form, and copies [illegible] Office. Price ONE RUPEE.

Bombay Gaze[illegible] April 4.

E A U [illegible] C O L O G N E.

JOH[illegible] MARIA FARINA,
Opposite the Jülichs Place
By Special Appointment, Pur[illegible]ne, Prussia. Established 1709.

H.R.M.M. the King of Prus[illegible] H.R.G.M. Queen Victoria. Emperor of France, H.R.H. the [illegible] Emperor of Russia, the Prize Medals: London, 1851, 1862; [illegible] of Wales, &c., &c.

The numerous imitations of my E[illegible] 1865; Paris, 1867. genuine) which are constantly offered, ind[illegible] Cologne (the only notice of the public that all bottles containin[illegible] to bring to the have affixed to them my trade mark, the [illegible] manufacture label bearing in black the seal and signature of my [illegible] a white

JOHANN MARIA FARINA, [illegible] as under
Gegenüber dem Jülichs Platz.

My Eau de Cologne may be had of all the principal [illegible] and Druggists in England, or by applying direct to my [illegible] mentioned address in Cologne (Prussia), and I hereby caution [illegible] public against selling imitations of my label and trade ma[illegible] both of which are protected by the High Courts of England and Germany.

JOHANN MARIA FARINA,
Opposite the Jülichs Place.

Cologne, 1869.

Be careful to direct your letters exactly to "Johann Maria Farina, opposite the Jülichs Place, Cologne (Prussia)."

SHIPPING.

OVERLAND FREIGHT ROUTE
VIA SUEZ CANAL.

THE Bombay and Bengal Steam Ship Company, take cargo to Liverpool, London, and Havre, via the Canal.

Rates of Fare for Passengers.

To Liverpool via Suez Canal—1st class £50; 2nd class £35.
To Suez—1st class £40; 2nd class £22 10s.
To Trieste (exclusive of Transit)—1st class £53; 2nd class £34.
Exclusive of Wines.

For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London; Messrs. Tod, Kennard & Co., Liverpool; Messrs. Tod, Rathborne & Co., Alexandria; or to the undersigned in Bombay.

Bombay, 8th June 1870. STEARNS, HOBART, & Co.

OVERLAND PASSENGERS.

Gentlemen proceeding Home will find all that is requisite in the following detailed list; the Goods being made specially for the passage and Home wear :—

REQUIREMENTS.

- ½ Dozen Silk and Wool Shirts.
- ½ „ Under Vests.
- ½ „ Linen Collars.
- 1 „ Fine Cotton Socks.
- 1 „ Fine Merino Socks.
- ½ „ Fine Merino Drawers.
- 1 „ Colored Handkerchiefs.
- 1 „ White Cambric.
- 1 Overland Suit.
- 2 Sleeping Suits.
- 2 Pairs of Kid Gloves.
- 6 Scarfs and Ties.
- 1 Rug with straps.
- 1 Maud.
- 1 Inverness Cape.
- 1 Hand Portmanteau.
- 2 Overland Trunks.
- 1 Clothes Bag.
- 1 Travelling Hat.
- 1 Courier Bag.
- 1 Easy Chair.
- 1 Umbrella.
- 1 Pair of Brushes.
- Ladies' Overland Trunks.

Return Fares.—First Class Passengers embarking from India by the P. and O. Co.'s Steamer within six months of their arrival from England, and *vice versa*, will be allowed a reduction of 20 per cent. on the Return Passage Money.

Bombay. BADHAM & Co., Apollo House.

NEW ADVERTISEMENTS.

THE AURORA FRAUDS.

NOTICE.—With this day's OVERLAND SUMMARY is issued a SUPPLEMENT of two pages, containing a Full Report of last week's proceedings in the Aurora Frauds Case—giving the Speeches of Counsel, the Prisoners' Statements, the Evidence of Witnesses, the Judge's Summing-up, &c.

Now Ready,

BOMBAY GAZETTE
OVERLAND SUMMARY,

The Bombay Gazette Overland Summary, prepared for despatch by each Overland Mail for Europe, contains, in addition to all the News of the Week, a specially-written Market and Freight Report, and a well-digested Summary of Events.

Annual Subscription (in advance) Rs. 12
Single Copy............ Annas 4

"Bombay Gazette" Office, Meadow Street, Fort.

KHATTA KHALL TEA COMPANY, Limited (in Liquidation).—NOTICE is hereby given, that the EXTRAORDINARY GENERAL MEETING of SHAREHOLDERS, called for WEDNESDAY, the 10th day of August 1870, at 3 P.M., at the office of Messrs. W. Nicol and Co., for the purpose of receiving and, if approved, passing the Liquidator's Accounts, is POSTPONED; and will now be HELD on the 22nd of AUGUST 1870, at 4 P.M.

W. G. HALL, Liquidator.

Bombay, 25th July 1870.

NOTICE.—SEALED TENDERS will be received at the Office of the undersigned up to 2 P.M., on FRIDAY, the 29th instant, from parties willing to undertake the following work :—

CONSTRUCTING ROADS at the COLABA COTTON GREEN.

The Plan and Specifications of the Work can be seen, and other particulars learnt, on application during office hours.

Tenders are to be made on printed forms only, which will be supplied from this office.

KAHANDAS MUNCHARAM,
Executive Engineer, P. D.

Office of Executive Engineer, Presidency, Bombay, 25th July 1870.

NOTICE.—My Wife, NATALIA MARRIA GOODINHO, having left me without my wish or consent, I hereby give notice, that I WILL NOT be RESPONSIBLE for any DEBTS she may have incurred or may hereafter incur.

IGNACIO GOODINHO.

Bombay, 23rd July 1870.

RELATIVES or FRIENDS of Mr. CHRISTOPHER BOWEN, late officer in charge of H. M. S. Water Barge NICHOL, employed in the Abyssinian Expedition, are requested to communicate with the undersigned, within 14 days from the date hereof, from whom they will hear something to his advantage.

Bombay, 25th July 1870. LEATHES & CRAWFORD,
Solicitors, High Court.

IN the HIGH COURT of JUDICATURE AT BOMBAY.—Ordinary Original Civil Jurisdiction.

In the matter of the Indian Companies' Act 1866, and of the FINANCIAL ASSOCIATION of INDIAN, Limited.

JAMES ALEXANDER FORBES, EZEKIEL DAVID SASSOON, and HENRY PRENTIS, all of Bombay, aforesaid, JOHN SMITH, at present residing in England, and MERWANJEE RUSTOMJEE and NICHOLAS DE GA, both of Bombay, aforesaid, Promoters of the above named Company. } Petitioners.

The Creditors of the abovenamed Company are required, on or before the 20th day of August 1870, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their attorneys, if any, to Mr. PATRICK DEWAR, the Official Liquidator of the said Company, at his office, 24, Apollo Street, Bombay, and if so required by notice in writing from the said Official Liquidator, are, by themselves or by their attorneys, to come in and prove their said debts or claims, at such time as shall be specified in such Notice, or in default thereof the said Company will be finally wound up and dissolved without reference thereto, if any such debts or claims there be.—Dated this 25th day of July 1870.

P. DEWAR,
Official Liquidator.

Messrs. ACLAND, PRENTIS & BISHOP,
Solicitors for the Official Liquidator.

TO LET, the LOWER FLOOR of the BUNGALOW in the ELPHINSTONE COLLEGE COMPOUND, Byculla. Rent Rupees 112-8.—Apply to

KAHANDAS MUNCHARAM,
Executive Engineer, Presidency.

CHESSON AND WOODHALL'S LIBRARY.

No. 11, HUMMUM STREET, BOMBAY,
AND No. 1, EAST STREET, POONA.

NEW BOOKS.

	Rs.	a.
Grant as a Soldier and Statesman, by Edward Howland	9	0
The Invasion of the Crimea, by Alexander Wm. Kinglake. 4 vols.	24	0
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CHESSON & WOODHALL.

YARROW AND HEDLEY'S
SMALL STEAMERS AND STEAM LAUNCHES.

Steam Launch complete with Machinery :—

23 feet long, to seat 8 persons	£145
30 feet long, to seat 12 persons	£195
37 feet long, to seat 20 persons	£245
43 feet long, to seat 30 persons	£360

Machinery to suit boats built abroad :—

Of about 23 feet long	£95
„ 30 feet long	£115
„ 37 feet long	£140
„ 43 feet long	£180

Any of the above Steamers can be carried on a ship's deck complete, and ready for immediate use.

Full particulars forwarded on application to

YARROW AND HEDLEY,
Engineers and Builders,
ISLE OF DOGS, POPLAR, LONDON.

Prospectuses can be obtained at the office of this Journal.

LEA AND PERRINS'
CELEBRATED
WORCESTERSHIRE SAUCE.
Declared by Connoisseurs
TO BE
THE ONLY GOOD SAUCE.

Caution against Fraud.

The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the name of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to

ASK FOR LEA AND PERRINS' SAUCE,

and to see that their names are upon the wrapper, labels, stopper, and bottle.

Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L. and P. give notice that they have furnished their correspondents with [illegible] of attorney to take instant proceedings against Manufac[illegible] and Vendors of such, or any other imitations by which their [illegible] may be infringed.

A[illegible] Lea & Perrins' Sauce, and see Name on Wrapper, Label, Bottle, and Stopper.

Whole[illegible] and Bl[illegible] for Export by the Proprietors, Worcester, Crosse [illegible] universally, London, &c., &c.; and by Grocers and Oilmen

NOTICES.

BANK OF CHINA.—NOTICE is hereby given, that a SECOND DISTRIBUTION of the ASSETS of the above Company, at the rate of RUPEES FIVE, ANNAS TWELVE, per Share, WILL BE MADE on WEDNESDAY the 13th inst., and every ensuing Wednesday, up to and until Wednesday the 31st August 1870, between the hours of 11 A.M. and 3 P.M., at No. 23 Apollo Street, Bombay.

Shareholders will be required to produce and deposit their original Allotment Letters and Banker's Receipts two days previous to date of payment.

P. DEWAR,
Attorney for the Promoters, Bank of China.

No. 23 Apollo Street, Bombay, 2nd July 1870.

VICTORIA COTTON GIN and PRESS COMPANY (Limited).—At a SPECIAL GENERAL MEETING of the SHAREHOLDERS of the above Company, held at the Registered Office, Broach, THIS DAY, the following SPECIAL RESOLUTION, carried at the SIXTH ANNUAL GENERAL MEETING, held on the 30th ultimo, was confirmed :—"That from the balance of the year's profit, after payment of Dividend, the Capital of the Company be reduced from Rs. 1,50,000 to Rs. 1,27,500 by re-payment to each shareholder on the Company's Register this day the sum of Rs. 150 per share, thus reducing the value of each share from Rs. 1,000 to Rs. 850."

GREAVES, COTTON, & Co.,
Secretaries and Treasurers.

Broach, 19th July 1870.

THE COLABA COMPANY (Limited).—NOTICE is hereby given, that the FOURTH ORDINARY GENERAL MEETING will be HELD at the Registered Office of the Company on THURSDAY the 4th day of August, at 4 o'clock P.M., to transact the following business :—

I.—To receive the Directors' Report and Statement of Accounts to the 30th June 1870, and to sanction the declaration of a dividend.

II.—To appoint two Directors in the place of those who retire by rotation.

III.—To appoint Creditors for the ensuing year, and to fix their remuneration.

IV.—To pass a resolution in the following words :—"that Clause 29 of the Articles of Association be rescinded and the following be inserted in lieu thereof :—'There shall be paid to the Company in respect of the transfer or transmission of each share, such sum of money not exceeding three rupees as the Directors may from time to time prescribe.'"

The Transfer Books of the Company will be closed from the 26th instant to the 4th proximo, both days inclusive.

By order of the Board,
REMINGTON & Co,
Secretaries and Treasurers

Bombay, 22nd July 1870.

NOTICE has been received from Captain Henry that he will move :—

"That it is for the interest of this Company that a Deep Sea Pier should be constructed at Colaba, and that the Directors be requested to communicate with Government and consider the best means of raising funds for the purpose."

REMINGTON & Co,
Secretaries and Treasurers.

Bombay, 22nd July 1870.

ALBERT POLICY-HOLDERS are requested to communicate with the undersigned before joining any other Office.

C. H. OGBOURNE.

5, Chowringhee Road, Calcutta, 20th May 1870.

ALBERT LIFE ASSURANCE COMPANY (in Liquidation).—The undersigned having been appointed ATTORNEY in India for the Official Liquidators with the sanction of the Court of Chancery, all Communications on Liquidation business should be addressed to him.

C. H. OGBOURNE,
Attorney for the Official Liquidators.

Calcutta, 8th June 1870.

ALBERT LIFE ASSURANCE COMPANY.

At a large MEETING of POLICYHOLDERS of the ALBERT LIFE ASSURANCE COMPANY and its ASSOCIATED OFFICES to-day, Mr. JAMES THOMSON in the Chair, the following RESOLUTIONS were adopted :—

1. "That the Policyholders approve and accept the scheme of reconstruction prepared by the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company, and now submitted to the Meeting, subject to such modifications as may be found expedient, and be sanctioned by the Court of Chancery."

2. "That this Meeting earnestly impress upon the Policyholders the importance of sending in their individual assents to the scheme as speedily as possible, so as to strengthen the hands of the Committee in carrying the same into effect."

3. "That the Policyholders consider it desirable and agree to pay the premiums due on their respective Policies to an account to be opened at the Bank of England and the Agra Bank, Limited, in the names of Messrs. Thomson, Bell, and Major-General Cunninghame three of the Members of the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company; the premiums to be returned, in case the Scheme of Reconstruction should not be carried out, without deduction of any kind."—*Times*, 29th April 1870.

The AGRA BANK, Limited, is PREPARED to RECEIVE PREMIA on Policies in the above Company, in terms of the foregoing Resolutions.

EDWARD MORRISS,
Manager, Bombay Branch.

—— June 1870.

BRITISH INDIA STEAM NAVIGATION COMPANY (Limited).

The following are the DATES of SAILING of this Company's Steamers :—

FROM CALCUTTA.

For CHITTAGONG and AKYAB, 8th and 22nd July, and 5th and 19th August.

For AKYAB, RANGOON and MOULMEIN, 13th and 27th July, and 10th and 24th August.

For RANGOON and MOULMEIN, 6th and 20th July, and 3rd and 17th August.

For STRAITS, calling at Rangoon and Moulmein, 20th July and 17th August.

For PORT BLAIR and CAMORTA, 8th July and 5th August.

For BOMBAY, calling at Gopaulpore, Bimlipatam, Vizagapatam, Coconada, Madras, Negapatam, Galle, Colombo, Tuticorin, Cochin, or Narrakal, (and weather permitting Beypore, Calicut, Cannanore and Mangalore,) and Carwar, 12th and 26th July, and 9th and 23rd August.

FROM BOMBAY.

For CALCUTTA, calling at the same ports as the Steamers from Calcutta for Bombay, 5th and 19th July, and 2nd, 16th, and 30th August.

For KURRACHEE, 2nd, 9th, 16th, 23rd, and 30th July, and 6th, 13th, 20th, and 27th August.

For PERSIAN GULF, calling at Kurrachee, Gwadur, Muscat, Bunder Abbas, Linga, Bushire, Fao, and Bussorah, and carrying Passengers and Cargo for Bagdad, 9th and 23rd July, and 6th and 20th August.

FROM MADRAS.

For RANGOON, calling at Masulipatam, Coconada, Vizagapatam and Bimlipatam, 16th July and 13th August.

Managing Agents............Messrs. MACKINNON, MACKENZIE and Co., Calcutta.
Agents at Madras...........Messrs. BINNY & Co.
„ Bombay.........Messrs. WILLIAM NICOL and Co.

ORIENTAL HOTELS COMPANY, Limited, (in Liquidation).

TENDERS for the PURCHASE of THE ORIENTAL HOTEL at POINT-DE-GALLE in the ISLAND of CEYLON.

EXTENSION OF TIME FOR RECEIVING TENDERS.

NOTICE is hereby given, that the time for receiving Tenders is extended till 2 P.M., on the 13th day of September 1870, at which time all Tenders will be opened, at 14, George Street, Mansion House, London, E.C., by

ARTHUR COOPER, Liquidator.

London, 25th June 1870.

THE ORIENTAL HOTELS COMPANY, Limited, (in Liquidation).

THE ORIENTAL HOTEL at POINT-DE-GALLE, CEYLON.

Tenders for the purchase of the above Hotel, replete with every modern comfort and appliance, will be received by the Liquidator, Arthur Cooper, of 14 George Street, Mansion House, London, up to two P.M. of the thirteenth day of September 1870.

The Hotel is to be sold as a going concern, and the Liquidator has taken the following particulars from the Company's books for the information of intending Purchasers :—

1st. The average net profits for the 3½ years to 31st December 1869, during which the Hotel has been opened, appear to have amounted to about £3,600 per annum, the profits having varied from about £3,000 to £4,200 per annum.

2nd. The gross taking during the same period have averaged £10,900 per annum, including shop rental.

3rd. The cost of the buildings to the Company, including furniture and furnishings, was about £23,662.

4th. The sum of £377 12s. was derived last year as the rental from shops that form part of the building.

The price accepted will include everything except Provisions, Wines and Stores, which the purchaser will be required to take at a valuation.

The Liquidator does not bind himself to accept the highest or any Tender.

Further particulars will be furnished by Mr. Arthur Cooper, the Liquidator, 14, George Street, Mansion House, London, from whom may be had Forms of Tender, as also from Messrs. Uptons, Johnson, Upton, and Budd, 20, Austin Friars, London, Solicitors, Charles M. Barstow, C.A., 30a, India Street, Edinburgh, and Messrs. McGrigor, Stevenson, and Fleming, Glasgow, Solicitors.

IN the HIGH COURT of JUDICATURE at BOMBAY.—Ordinary Original Civil Jurisdiction.

In the matter of the Indian Companies Act 1866, and of the ELPHINSTONE LAND and PRESS COMPANY, Limited (in Liquidation), WILLIAM NICOL, HAMILTON MAXWELL and WILLIAM GILMOUR HALL, Liquidators of the said Company, Petitioners.

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

UPON the Petition of the abovenamed Petitioners, Liquidators of the abovenamed Company, on THIS DAY preferred unto the Honorable Mr. Justice Bayley, and upon hearing Mr. Macpherson, being of Counsel for the said Liquidators, and upon reading the said Petition duly declared upon the Seventh day of June, instant, and the affidavit of William Gilmour Hall, sworn upon the Seventh day of June, instant, and filed upon this day, this Court doth fix the Seventh day of September 1870 as the day on or before which Creditors of the said Company are to prove their debts or claims or to be excluded from the benefit of any distribution made before such debts or claims are proved. And this Court doth order that the said Liquidators be and they are hereby authorised to issue advertisements requiring the creditors of the said Company on or before the said Seventh day of September 1870 to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their Attorneys if any, to the Petitioners, and to come in and prove their said debts or claims on or before the Seventh day of September next, and warning them that in default of their complying with such advertisements they will be excluded from the benefit of any distribution made before such debts or claims are proved.—Witness Sir Michael Roberts Westropp, Knight, Chief Justice at Bombay, aforesaid, the 9th day of June 1870.

By the Court,
G. H. FARRAN,
Acting Prothonotary.

G. H. FARRAN,
The 17th day of June 1870.

RIMINGTON, HORE, & LANGLEY,
Attornies for Liquidators.

NOTICE is hereby given, that in accordance with the terms of the Order of the Honorable Justice Bayley, above set forth, all persons, creditors or claiming to be creditors of the Elphinstone Land and Press Company, Limited, are hereby required to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their attorneys if any, to the Petitioners, on or before the 7th day of September next, and to come in and prove their said debts or claims on or before the said 7th day of September; and notice is hereby further given, that in default of such creditors and claimants complying with the requisitions of the above Notice, such creditors and claimants will be excluded from the benefit of any distribution made before such debts or claims are proved.—Dated this 18th day of June 1870.

W. NICOL,
H. MAXWELL, } Liquidators.
W.G. HALL,

NOTICES.

COMPAGNIE LYONNAISE D'ASSURANCES MARITIMES—LYONS.—The undersigned having been appointed AGENTS of the above-mentioned MARINE INSURANCE COMPANY are now prepared to accept Risks and grant Policies on every kind of Produce, either by Steamer or by Sailing Vessel to any Port.

All risks accepted by the Compagnie Lyonnaise d'Assurances Maritimes are participated in equally by the following old-established French Companies, viz. :—

Le Lloyd Francais, established 33 years.
La Compagnie Francaise, established 10 years.

Bombay, 19th April 1870. GADDUM & Co.

THE BYCULLA STUDIO will be CLOSED during the Rains from THIS DATE, and will open in East Street, Poona.

W. G. STRETTON.

Bombay, 1st June 1870.

ALLAN'S CYCLONIAN WATERPROOF SUITS, made expressly to resist the severest weather, warranted not to stick together, and will last for years.

Black Coat, Leggings, and Cap	Rs. 30
Drab ditto ditto	35

For Waterproof Suit send size of chest, height, and Cash.
A few Waterproof Saddle Covers.

A JOB LOT OF SCOTCH TWEED'S, at reduced prices for monsoon wear.

Double breasted Coat and Trousers	Rs. 20
Fancy dark silk mixed Tweeds	
Double breasted Coat and Trousers	30
Drab and Brown Alpine Hats	Rs. 5 to 6
Black Merino Cork lined Hats	7

HOSIERY, English-made Shirts, Collars, and Fancy Ties, Merino and Woollen Hose, Merino and Wool Under Shirts, Cotton and Woollen Sleeping Suits, from Rs. 12 to Rs. 18.

SPLENDID LARGE CARPETS, 30 by 22, 10 by 7, and 6-6 by 4-6, Portmanteaus, Coupling Straps, Scotch Mauds and Rail Rugs.

Terms Cash.

17 Apollo Street. A. ALLAN.

MESSRS. BADHAM & COMPANY,
APOLLO HOUSE,
BOMBAY.

			Rs.	a.	
BADHAM'S	Celebrated	Wove Flannel Shirts	9	0	
BADHAM'S	„	Silk and Wool	9	8	
BADHAM'S	„	Indian Shirt	7	0	
BADHAM'S	„	French Colored Shirts	65	0	per doz.
BADHAM'S	„	White Shirts	60	0	„
BADHAM'S	„	Overland Suits	35	0	
BADHAM'S	„	Travelling Suits	35	0	
BADHAM'S	„	Silk & Wool Sleeping Suits	20		
BADHAM'S	„	All Wool Sleeping Suits	18	0	
BADHAM'S	„	Indian Suits for Sleeping	16	0	
BADHAM'S	„	Serge Suits	40	0	

HOSIERS, GLOVERS AND GENERAL WAREHOUSEMEN.
By appointment
To His Excellency the GOVERNOR GENERAL of INDIA.

ICES! ICES!! ICES!!!
JEWANJEE'S EXCHANGE.

Messrs. JEWANJEE & Co. beg to intimate that they have arranged to have Superior ICE CREAMS and WATER ICES always ready at their Tiffin Rooms, at the corner of Meadow Street and Hummum Street, at 4 Annas a Glass

JEWANJEE'S EXCHANGE.
(By JEWANJEE & Co., Proprietors Byculla Hotel)

Messrs. JEWANJEE & Co. beg to intimate that their FIRST CLASS TIFFIN and BILLIARD ROOMS in the commodious premises at the corner of Meadow Street and Hummum Street are open daily, and that Hot-chops, Steaks, and Oysters, &c., &c., are served up in a superior style, at a minute's notice.

The Billiard Room and ordinary Tiffin Room are on the ground floor, and on the first flat there are half a dozen nicely fitted up private rooms for tiffins.

A First class selection of WINES, SPIRITS, and BEER, &c.

JEWANJEE & Co.

BYCULLA REFRESHMENT ROOMS.

JEWANJEE and COMPANY, Proprietors of the Byculla Hotel, beg to intimate that they have now OPENED a REFRESHMENT ESTABLISHMENT in connection with their Billiard Room, adjoining the Byculla Hotel, where Steaks, Chops, and other Refreshments can be had at any hour at reasonable prices. Care will be taken to serve only first class meats, and excellent arrangements have been made for cooking at a moment's notice, by means of a patent stove, just received from Europe, any dish in the bill of fare.

Private Rooms have been expressly built for the accommodation of Visitors, in connection with the Billiard Room, which has been refitted, and in which there are now four first-class Billiard Tables, brilliantly lighted with Gas.

Wines and Spirits and American Drinks of every description

THE POONA HOTEL,
(Close to the Poona Boating Club House),
By JEWANJEE & Co. Proprietors of Byculla Hotel.

JEWANJEE & Co., in again thanking their Patrons of last Season would beg to remind the Gentry of Bombay and Poona of the superior accommodation for Visitors afforded by the Poona Hotel. The Hotel contains spacious Rooms, well adapted to the accommodation of Families, and has been fitted up in a style which ensures the comfort of Visitors. An important feature is the exceedingly pleasant situation of the building—close to the Bund, with a large Garden running down to the river's side. The Poona Boating Club's premises are close to the Hotel, and the Crews practise in front of the Building.

The Table is supplied in first class style, and the Wines, &c., are of the finest quality.

By unremitting attention to the wishes and comfort of Visitors, Jewanjee & Co. hope to merit a continuance of the favours of their former Patrons, and to maintain the reputation of the Poona Hotel as being the best in Poona.

June 29, 1870.

ENGLISH HOTEL,
BRITISH HOTEL LANE,
APOLLO STREET.

THIS Hotel is fitted up and furnished in the most complete manner; no expense has been spared to render it the most commodious and comfortable Establishment both for Gentlemen and Families to be found in Bombay.

The Sleeping Apartments and Sitting Rooms are replete with every convenience, and the strictest regard is paid to cleanliness throughout the premises. The Table will be found to be abundantly supplied with viands of unrivalled excellence, and the Culinary Department is under the immediate supervision of the Proprietor.

The Wines, Liquors, and Beer are of the very best description, supplied from the most celebrated houses in the London and Continental Markets. The Proprietor confidently recommends this Establishment to the patronage of Travellers and Residents, all of whom may be accommodated with the comforts of a home at moderate charges.

The Hotel is pleasantly situated, and within five minutes of the Railway Station and the Apollo Bunder.

GREAT EASTERN HOTEL.
WINE & GENERAL PURVEYING COMPANY (Ld).
ALLAHABAD BRANCH.

HOTEL DEPARTMENT ONLY.

ALLAHABAD having now become an important city, to meet its growing requirements, the Company has, at considerable expense, enlarged and improved their Hotel by the addition of an upper storey. From its central position, and close proximity to the Railway Station, the Hotel offers to Travellers, wishing to break their journey, a comfortable and quiet resting-place, with Refreshments of the very best.

The Hotel is on the Queen's Road, Allahabad, and within an easy walk of five minutes from the Terminus. It is fitted up and furnished in the most complete manner, and suited both for Families and Single Gentlemen; but the upper rooms are more especially adapted for Families, as they can be occupied one, two or three, en suite, with capital Bath Rooms attached. These Rooms are also, without exception, the coolest and most comfortable in the station.

The Wines, Spirits and Beer are selected from the Company's stock in Calcutta, and fresh supplies are sent monthly, thus ensuring to visitors the best and most unexceptionable articles of the kind to be procured in the North-Western Provinces.

A first-class slate Billiard Table is provided for the use of the Residents, and for the amusement during the short interval of Gentlemen passing through. The room is detached, and at some distance from the main building.

Terms—STRICTLY CASH.

JAMES W. ALLAN AND Co.,
(Late KINLOCH AND ALLAN)
3, NESBIT LANE, FORT,
BOMBAY.

Bar, Plate, Sheet and Hoop Iron.
Cast and Blister Steel.
Pig and Sheet Lead.
Lead and Wrought Iron Pipes.
Cast Iron Pipes.
Contractors' Tools.
India Rubber Suction Hose.
India Rubber Sheet.
Galvanized Corrugated Iron and Fittings.
Portland Cement.
Crab Winches, Bench Vices, Buckets, Shovels.
One Pumping Engine to lift and force 3,000 gallons per hour, complete.
One Circumferenter, complete.

MAIN'S "PATENT" CONTINUOUS BAR FENCING.

This Fence is now universally admitted to be the best and most secure that can be adopted; and from its great durability, and the facility with which it can be erected or removed, is in the end the cheapest.

As compared with a Wire Fence its advantages are—

1st. Its greater strength and weight. The Horizontal Bars being stronger and heavier than Wires, the "Continuous Bar Fencing" is not so easily injured; and what is of great importance, it is visible to animals, and thus accidents by animals running against the Fence are, in general, prevented.

2nd. No stones are required, and therefore a "Continuous Bar Fence" can be erected more quickly, without breaking up the ground, and by ordinary labourers.

3rd. No "Stays" or other "Extras" for curves are required.

JAMES W. ALLAN & Co. having been appointed Sole Agents for Messrs. A. and J. Main & Co., are now prepared to give quotations for the above, as also for Wire Fencing, Wire Netting Ornamental Gates, Railings, &c., &c.

JOB PRINTING in all its BRANCHES.—Ornamental Printing in Colours and in Gold. Bills, Broadsides, Theatrical and Musical Programmes, Cards of all descriptions; Banking and Mercantile Ledgers, Memo. Heads, &c., &c.; Machine-ruling and Paging, and Bookbinding. Estimates forwarded on application to the Manager.

Bombay Gazette Steam Press.

NOTICES.

GOLD AND SILVER MEDALS AT THE BROACH AND AKOLA EXHIBITIONS 1868.

GOLD KEYLESS HUNTERS and SEMI-HUNTERS, Plain or Engine-turned Cases. Rs. 225.

FAVRE, LEUBA, & Co.

LADY'S small GOLD HUNTERS, Enamelled and Jewelled Cases. Rs. 150.

FAVRE, LEUBA, & Co.

SILVER KEYLESS HUNTERS, 1st quality, Patent Lever, extra finished. Rs. 100.

FAVRE, LEUBA, & Co.

SILVER HUNTERS, Patent Lever, 3/4 plate, in strong good Silver Cases, Engine-turned, very serviceable, warranted for two years. Rs. 50.

The same Watch, Keyless. Rs. 70.

FAVRE, LEUBA, & Co.

OFFICE CLOCKS, Patent Lever, Octagon or Round, imitation Walnut, 8-day, with Bell. Rs. 25.

FAVRE, LEUBA & Co.

P. GRANT and SON, SADDLERS, &c., have commenced business again at No. [illegible] Street, where all orders will be attended to.

Orders Out-stations to be accompanied with remittance or reference for payment in Bombay.

GEORGE NICOLL AND Co.,
BOOT AND SHOE MAKERS,
24. MEADOW STREET, BOMBAY.
1, EAST STREET, POONA.
ELPHINSTONE STREET, KURRACHEE.

ST. ANDREW'S LIBRARY.
NOTICE.

A COMPLETE BOOK CATALOGUE is in course of preparation; orders will be registered.

AN AD-INTERIM PAMPHLET, containing Paragraph Notices and Lists of Valuable Books, Instruments, Pictures and Sundries, may be had on application.

THACKER, VINING, & Co.

TO MERCHANTS.

For Sale, at the Bombay Gazette Office,
Price Rs. 11

STREET'S INDIAN and COLONIAL MERCANTILE DIRECTORY for 1870.

Containing the Trade Returns, Tariffs, Populations, names of the leading Merchants and Traders, and much general information valuable to commercial men concerning the chief towns in India, Ceylon, China, Japan, the Eastern Archipelago, Mauritius, Australia, New Zealand, Tasmania, South Africa, Canada, British Columbia, South and Central America, West Indies, Mediterranean, and the United Kingdom.

In the Directory will be found particulars as to transit and passage rates, concise descriptions of each country and town, and principal products, banks and bank agents, &c., &c.

BYCULLA IRON WORKS.

RICHARDSON AND ROBSON.
IRON AND BRASS FOUNDERS,
SMITHS ENGINEERS,
AND
COMMISSION AGENTS,
MANUFACTURERS OF
COTTON PRESSES, GIRDERS, BOILERS,
PUMPS, TANK
IRON GATES AND RAILINGS, &c., &c.

MESSRS. HEPTOOLA ALLEEBHOY AND COMPANY.

22 Apollo Street, opposite the Secretariate,

Beg respectfully to invite the attention of Merchants, Captains of Vessels, Contractors, and the Public in general, to their large Stock, consisting of SHIP CHANDLERY of all sorts, including Anti-fouling Composition, for the bottoms of steam vessels and every description of engineering plant, for the repairs of steamers &c., &c. All articles supplied will be of the best quality and at moderate rates, and orders will meet with prompt execution, and be carried out in a manner which they trust will meet with approbation and a continuance of favours. A few articles [on] hand enumerated below, which may meet with attention :—

Peacock's and McInnes's Anti-fouling Composition.
McDougall's Disinfecting Powder.
Low Moor Iron Bars, Plates and Rivets.
Best Triesties Flour in barrels at Rs. 24 a barrel.
Copper and Brass Pipes, of sizes.
Anti-Corrosive Paint.
Corrugated Hoop Iron.
Jim Crows.
Smiths' English Bellows.
Canvas.
Rollers, Skins.
Bundling Twine.
Portland Cement.
Paint Oil, of various sorts.
Wire Netting.
Fire Engines complete.
Patent Water Closets.
Traversing Screw Jacks
Corrugated Iron.
Belting of sizes.
Clear Cloth.
Paper for Mill use.
Iron Tanks of sizes.
Fire Bricks.
Perforated Zinc Sheets.

N. B.—The Trade supplied at moderate rates.

WENHAM LAKE ICE COMPANY,
No. 9, MARINE STREET.

WENHAM LAKE ICE on SALE, wholesale and retail.

Pass Books for Monthly Credit Accounts available.

Particular attention paid to the execution of out-station orders.

Orders from out-stations must be accompanied by Cash or reference for payment in Bombay.

Orders by Telegraph should mention Bombay reference.

TOBACCO on SALE at the WENHAM LAKE ICE COMPANY'S OFFICES, No. 9, Marine Street, Fort.

GOLDEN ORANGE HONEY DEW, 1 to 5 lbs., Rs. 1-8 per lb., 20 lbs. and upwards Re. 1 per lb.

VIRGINIA PLUM, 1 to 5 lbs. Re. 1 per lb.; 20 lbs. and upwards 14 annas per pound.

Orders from Out-Stations must be accompanied by Cash or reference for payment in Bombay.

SUNDRY ARTICLES of American Import on SALE at the WENHAM LAKE ICE COMPANY'S OFFICE, No. 9, Marine Street, Fort.

Kerosine Oil—best refined.

900 Ash oars, 9 to 18 feet long	5 as. per foot.
100 barrels Navy Bread, 8,703 lbs	Rs. 10 per cwt.
Platform Scales, weighing 1,200 lbs	„ 125 each.
Do. 800 „	„ 100 „
American Union Scales	„ 30 „
Cheap Tea Scales, 8 lbs	„ 15 „
Do. 4 „	„ 10 „
Post-office Scales, ½ oz.	„ 10 „
Preserved Lobsters, 1 lb. tins	„ 6 per doz.
Do. Oysters, „	„ 6 „
Condensed Milk „	„ 12 „
American Cheese	„ 1 per lb.

Orders from Out-Stations must be accompanied by Cash or reference for payment in Bombay.

KEROSINE OIL STREET LAMPS.—The undersigned have in stock a large supply of Victoria and Washington Street Lamps, as well as the internal parts of Victoria Street Lamps, which can be used in any ordinary Street lantern

The Victoria or Washington Street Lamps are in extensive use in Bombay, throughout the Presidency, and in the Native States. They are adapted for Verandahs, Gardens, or any out-door lighting where a lamp is required that neither wind nor rain affects.

Orders from Out-Stations must be accompanied by Cash or reference for payment in Bombay.

FARNHAM & Co.

ADVERTISING AT RAILWAY STATIONS.

THE Proprietor of the "Bombay Gazette" Press having leased (among other privileges) from the Great Indian Peninsula Railway Company, and the Bombay, Baroda, and Central India Railway Company, the exclusive right of advertising at all the Railway Stations belonging to these two Companies, is prepared to contract with parties desirous of posting Notices or Advertisements on the lines.

The announcements may be in English or in any of the Native languages.

The advantages which Railway Stations present as a means of bringing intimations of all kinds before the public have been demonstrated in England by the extensive use which is made by Advertisers, of every station, great and small, along every line in the United Kingdom.

Insurance Companies, Shipping Companies, Hotel-keepers, Merchants, Traders, and others who wish to force their business on the notice of the public, all alike value the privilege of Railway Station Advertising

There is no reason why the privilege should not be also specially valuable to Advertisers in India. Looking to the great and increasing number of Native Railway passengers on the two trunk lines of Western India, native merchants, traders, &c. seeing that they have the privilege of advertising in their own language, would find the publication of their announcements at Railway Stations a decided means of extending their business.

Placards, according to the taste of Advertisers, may be printed at the "Bombay Gazette" Press.

Advertisers can select the Stations, on either line, at which they wish their Placards posted, and may advertise for any period that may be agreed on. The charges have been fixed on an extremely moderate scale to encourage Advertisers to make a liberal use of the new means now offered of making announcements known to the public.

Terms of Advertising may be learned on application to the Manager "Bombay Gazette" Press.

"Bombay Gazette" Press, 1869.

D. NICHOLSON and COMPANY,
SILK, WOOLLEN, AND MANCHESTER WAREHOUSEMEN, COLONIAL AND FOREIGN AGENTS,
50, 51 and 52, St. Paul's Churchyard, London,

Invite the attention of Officers of the Military and Civil Service, and of Families proceeding to or residing in India and China, to the fact that they have had twenty-five years' experience as SHIPPERS of GOODS to those Markets, and that they undertake the execution of Indents and Outfitting Orders on the closest wholesale terms.

N.B.—A Price List of 72 pages (sent post free), containing full particulars of every description of Silks, Woollens, Muslins, Calicoes, Prints, Ladies' Underclothing, Baby Linen, Mantles, Shawls, Men's and Boys' Clothing, Linens, Blankets, Carpets, Hosiery, Gloves, Ribbons, Lace, Haberdashery, Jewellery, &c., &c., and every particular necessary for ordering Goods from D. N. and Co.'s London Warehouse.

Terms—Not less than 50 per cent to accompany Indents and Balance against Bills of Lading.

Contractors for Military and Police Clothing and Accoutrements.

Household Furniture, Pianofortes and other Musical Instruments, Ironmongery, Fire-arms, Cutlery, Agricultural Implements, Carriages, Saddlery and Harness, Boots and Shoes, Wines, Ales, Beers, Preserved Provisions, Stationary, Books, Toys, &c., &c., bought in the best Markets, and Shipped at Lowest Export Prices.

Sole Agents for the Wanzer and the Britannia Sewing Machines for the City of London.

Foreign Produce Disposed of for a Commission of 2½ per cent.

Price List can be had of Messrs. Wheatley & Co., Bombay; and Messrs. Balmer, Laurie & Co., Calcutta.

D. NICHOLSON & Co.,
50, 51, & 52, St. Paul's Churchyard, London.
Great saving of Freight via Suez Canal.

WINES, SPIRITS, BEER, &c.

PAYNE AND COMPANY,
WINE MERCHANTS,
ESTABLISHED IN CALCUTTA, UPWARDS OF HALF A CENTURY.

INDIAN ESTABLISHMENTS.

BOMBAY.......................Elphinstone Circle.
POONA........................East Street.
CALCUTTA....................Belatee Bungalow.

WE beg to call the attention of Messes, Clubs and Residents of Western India and Madras to the undermentioned WINES, SPIRITS, &c., which cannot be surpassed at the respective quotations.

N. B.—In all instances we guarantee the quality and purity of our Wines and Spirits, and agree to take back, or exchange, any that may not be approved.

OUR QUOTATIONS for SPARKLING WINES, are for GOOD DELIVERY from our Godowns; the risk of breakage and ullage is thereby avoided by the consumer.

All our choice high class Wines arrive per the Overland Route via the Suez Canal.

CHAMPAGNES.

[illegible]

STILL HOCKS.

20 0*	Laubenheim, Vintage 1868	18 0
23 0	Bodenthal ditto 1862	20 0
23 0	Geisenheim ditto 1862	21 0
23 0	Erbach ditto 1862	21 0
29 0*	Nierstein ditto 1862	26 0
	STILL MOSELLES.	
23 0	Winningen Vintage 1862	20 0
25 0	Brauenberg ditto 1862	23 0
30 0*	Scharzberg ditto 1862	27 0
28 0	*Stein Wein*, in original bottles, much appreciated.	24 0
	CLARETS.	
12 0	Vin Ordinaire	10 0
15 0	Payne's Medoc	13 0
15 0	Breakfast Claret	13 0
17 0	Saint Julien	15 0
20 0	Batailley	18 0
20 0	Beycheville	18 0
22 0	Chateau Larose	20 0
34 0	Chateau Leoville	28 0
34 0	Chateau Langoa	28 0
	BURGUNDY, SPARKLING.	
42 0	Red, very fruity	36 0
42 0	White, a full flavoured Wine—Brisk	36 0
	SHERRIES.	
	Mark. Seal. Quality and Peculiarity.	
20 0*	B Red—A full flavoured Dinner Wine	18 0
20 0	A Red—Quality as above, but drier	18 0
26 0	C Red—Pale, rich flavoured Dinner Wine.	22 0
27 0	1 White—Pale, delicate and nutty	24 0
30 0*	2 White—Mellow, fine, and dry, recommended	27 0
32 0	3 White—Also very dry and delicate	29 0
33 0	4 White—Vino de Pasto, choice, old and delicate	30 0
33 0	Amontillado, pale, delicate and very dry	30 0
36 0	Manzanilla, pale, old, and very choice. We offer it to those who can appreciate the extremely delicate flavour and dryness peculiar to this Wine	32 0
	BRANDIES.	
27 0	Pure Pale Brandy, Trade Mark	24 0
29 0	Ditto ditto Gold Vine Leaf	27 0
32 0	Ditto ditto Green Vine Leaf	29 0
36 0	TENT WINE	32 0
18 0	OLD MARSALA Z.	16 0
25 0	BUCELLAS, light and dry	22 8

Those brands with an * (asterisk) shortly expected.

SUNDRY SPIRITS EXTRA FINE.

DUTCH LIQUEURS.

BASS'S BEER,
Bottled by H. Stone & Co.

Also our own Trade mark, extra Gravity.

Rs. 6 per dozen....................Quarts.
„ 4 „ ....Pints.
„ 12 „ ....Magnums.

N.B.—The Trade supplied on liberal terms.

PAYNE AND COMPANY,
BOMBAY, POONA AND CALCUTTA.

CUTLER, PALMER, & Co.
SPECIAL NOTICE.

EXTRA DRY CUVEES—AY MOUSSEAUX.

We call special attention to our Champagnes of THE CELEBRATED VINTAGE of 1862.

which are now worked with but a small percentage of liqueur: to their superiority of flavour, bouquet and dryness, our quotations for which are the most liberal offered.

CROWN BRAND—FINEST DRY.

As supplied to H.R.H. the PRINCE of WALES.

Magnums, Rs. 74. | Quarts, Rs. 36. | Pints, Rs. 19-8-0.

FRAGRANT AND PURE GERMAN WINES.

Of these, both STILL and SPARKLING, we hold Stocks of the choicest and best, ranging in price from Rs. 23 to Rs. 42.

FRENCH WINES.

PURE unloaded CLARETS, from superior Breakfast to the grand After Dinner Wine, at from Rs. 13-8 to Rs. 30.

HAUT SAUTERNES, Quarts, Rs. 22; Pints, 12.

BURGUNDIES, of exquisite aroma and delicious flavor, from Rs. 22 to Rs. 32 per dozen quarts.

Samples of either of the above named, as also of our other Wines, we shall be happy to supply.

We invite comparison with other importations of like kinds.

CUTLER, PALMER, & Co.,
DEAN LANE, BOMBAY.

FOR SALE, at the Godowns of the undersigned, the following WINES, just received ex SAM MENDEL from Messrs. T. Oakes & Co., of 10 Austin Friars, London. These Wines are largely consumed in the Bengal and Madras Presidencies :—

Pale Dinner Sherry, Bronze Caps, at Rs. 15 per dozen.
Fine Dry Pale Sherry, Green „ „ 19 „
Superior Old Pale Sherry, Yellow „ „ 24 „

LEGGATT & Co.

FOR SALE, at the Godowns of the Undersigned.

		Rs.	a.	per doz.
Bass's Beer, bottled by Purt of London	quarts	5	4	„
Ditto Ditto Ditto	pints	3	4	„
Frederick Geisler & Co.'s Champagne	quarts	40	0	„
Ditto Ditto	pints	22	0	„
Ayla Albrecht & Co. Ditto Chateau D'Ay	quarts	30	0	„
Ditto Ditto Ditto	pints	16	0	„
Sechbach Erlanger & Co.'s Champagne, Imperial, 1st quality	quarts	36	0	„
Ditto ditto 2nd quality	pints	32	0	„
Ditto Sparkling Moselle	quarts	35	0	„
Ditto ditto Hock	quarts	35	0	„
The United Vineyard Proprietors Company of Cognac Brandy		22	0	„

Also.

Hodson's Paint and Varnishes.
David Corsar's Canvass.
Cleaver's Toilet Soap and Perfumery.

Bombay, May, 1870. MARTIN, YOUNG, & Co.

ROBERT GREY & Co., SHIP-BUILDERS and OWNERS of the PATENT SLIP and DRY DOCK, MOULMEIN, BRITISH BURMAH.—The SLIP is one of the largest size. Ships and Steamers up to 1,200 tons burthen can be thoroughly repaired and examined on it.

The Dry Dock is capable of taking in Steamers of 300 feet in length. Repairs of all descriptions to both iron and wooden ships made under European superintendence by experienced workmen.

Charges made on the Calcutta scale for work and material, except Teakwood, which we supply at 25 per cent. below Calcutta rates. ROBERT GREY & Co.

September, 1869.

PUBLIC WORKS DEPARTMENT.—OFFICERS in charge of BUILDINGS will find the PYRIMONT ASPHALTE the most effective and economical material for covering FLAT ROOFS, and for suppressing the rising of moisture through WALLS and BASEMENTS. Also for the FLOORS of

STORES and WAREHOUSES,
PRISONS—LAVATORIES,
ABATTOIRS and MARKETS,
BARRACKS—MORTUARIES,
ELEPHANT HOUSES, STABLES, and

Floors generally. The WHITE ANT and other vermin excluded

A LIST of WORKS to which the material has been successfully applied for upwards of 30 years, can be had post free on application to

J. FARRELL, Secretary,
Parliament Street, London.

Orders must describe the class of work for which the material is wanted, and the superficial area, that the shipment may embrace the proper qualities and quantities. Payment in England is required to ensure attention to an order.

All Blocks are impressed on two opposite sides with the words.

PYRIMONT
SEYSSEL.

HOUSES, &c., TO LET.

TO BE LET, several Rooms and Godowns in Grant Buildings. Apply to the Manager, Land Mortgage Bank of India, Limited, Parsee Bazaar Street.

TO BE LET or SOLD, the BUNGALOW No. 147, Malabar Hill. The present occupant will vacate on the 31st May. Apply to the MANAGER, LAND MORTGAGE BANK of INDIA, Limited, Parsee Bazaar, Street.

FOR SALE.

TO PRINTERS and Others.—For SALE, a large quantity of French DOUBLE FOOLSCAP PRINTING PAPER, at Rs. 8 per Ream.—Apply to the Manager "Bombay Gazette," Meadow Street, Fort.

FOR SALE, at T. CHATELAIN MONTANDON'S, Hummum Street,

A very great choice of WATCHES, JEWELLERY, CLOCKS, MUSICAL BOXES, by the best makers.

Repairs in Watches, Clocks and Jewellery undertaken and carefully made.

T. CHATELAIN MONTANDON.

[illegible]

Druggists in Bombay, in Packets.

DINNEFORD'S FLUID MAGNESIA.

The best remedy for

Acidity of the Stomach, Heartburn, Headache, Gout, and Indigestion; and the best mild aperient for delicate constitutions, especially adapted for Ladies, Children, and Infants, and for regular use in Warm Climates.

Dinneford & Co., Chemists, London, and of Druggists and Storekeepers throughout the world.

N.B.—Ask for Dinneford's Magnesia.

Agents—Treacher & Co., Bombay, Byculla, and Poona.

S. C. HOCKNELL & Co.,
East India, China, and Japan Merchants and Agents.
32, NEW BROAD STREET, LONDON, E.C.

Messrs. S. C. Hocknell & Co., having a thorough practical knowledge of the English and Foreign Markets, together with twenty years' experience with the Indian Markets and the General Store trade in particular, beg to offer their services to English and Native Merchants of good standing, and promise not only that full justice shall be paid to the execution of all indents and consignments of produce entrusted to their care, but that the same shall be attended to with promptness and despatch. Terms of business as usual.

Bankers—Messrs. Prescott, Grote, Cave and Cave.

D. NICHOLSON AND COMPANY.

SILK, WOOLLEN, AND MANCHESTER WAREHOUSEMEN
(Wholesale and Retail),
INDIA, COLONIAL AND FOREIGN OUTFITTERS,
50 to 52, St. Paul's Churchyard,
Corner of Cheapside),
LONDON.
Established 1843.

Patterns of Silks, Woollens, Muslins, Cambrics, &c., post free to any part of the world. Price List, 72 pages, post free. A great saving effected by having goods direct. Terms half cash. Balances against Bills of Lading. An advertisement more explanatory of our business appears in the previous and following week's issue of this paper.

Great saving of Freight via Suez Canal.

SUPPLEMENTARY MAIL ROUTE.

VIA BRINDISI to England and the Continent of Europe, in connection at Suez with the PENINSULAR AND ORIENTAL CO.'S STEAMERS.

Time saved over other routes about 48 hours.
Sea passage from Alexandria 74 hours, weather permitting.
Entire journey from Alexandria to London 140 hours.

Fares :—Alexandria to Paris, 1st cl. £16 3s. 1d.; 2nd cl. £11 12s. 4d. To London, 1st cl. £19 0s. 4d.; 2nd cl. £13 9s. 4d.; an express train is run from Brindisi by the SOUTH ITALIAN RAILWAY en route for London via Ancona, Bologna, Turin, Mont Cenis, Paris, Calais, and Dover.

The GREAT EAST INDIA HOTEL at Brindisi, under the control of the Company, is now open.

The SOUTH ITALIAN RAILWAY COMPANY'S Agents in London—Lebeau & Co., 6, Billiter Street, E. C.

April 1870.

MANURE FOR THE COFFEE PLANT.

MESSRS. E. PURSER and COMPANY, AGRICULTURAL CHEMISTS, LONDON, having for many years devoted attention to the composition of Coffee Manures, which have been most successfully employed on some of the largest Estates, beg to inform Planters that they have appointed the undernoted Agents for the sale of their preparations in India. The first consignment goes forward by the Steamer Surbiton via the Suez Canal, and the Agents are now ready to receive orders for the same.

PURSER'S PATENT COFFEE MANURE

contains all the mineral constituents of the Coffee Plant in their most available form.

PURSER'S DISSOLVED BONES:

A manure which has been used for many years, and requires no recommendation. Bones in this prepared state produce much better results than when used in a broken condition without further combination.

For further particulars apply to

Messrs. H. MANN & Co., MANGALORE and MERCARA.
Messrs. JAMES, ANDREW & Co., CALICUT.

BENSON'S

WATCHES Of all kinds	CLOCKS Of all kinds.	GOLDJEWELLERY Of the Newest Designs
LEVER.	DRAWING-ROOM.	BRACELETS.
HORIZONTAL.	DINING-ROOM.	BROOCHES.
CHRONOMETER.	CARRIAGE.	EAR-RINGS.
KEYLESS.	CHURCH.	LOCKETS.
CHRONOGRAPH.	HALL AND SHOP.	NECKLACES.

GOLD LEVER HUNTERS, 14, 18, 23, and 35 Guineas.
SILVER „ „ 5, 7, 11, and 20 „

Mr. BENSON, who holds the appointment to H. R. H. the Prince of Wales, has just published two Pamphlets, enriched and embellished with Illustrations—one upon Watch and Clock Making, and the other upon Artistic Gold Jewellery. These are sent post free on application. Persons living abroad can select the article required, and have it forwarded with perfect safety.

ORDERS SHOULD BE ADDRESSED TO

25, OLD BOND STREET; and THE CITY STEAM WORKS, 58 & 60, LUDGATE HILL, LONDON;

Or, if preferred, to H. S. King & Co. (late Smith, Elder, & Co., Bombay, of whom can be obtained the Illustrated Pamphlets.

BISHOP'S GRANULAR EFFERVESCENT
CITRATE OF MAGNESIA,
INTRODUCED AND PREPARED BY
ALFRED BISHOP, Manufacturing Chemist,
17 and 18, Peck's Fields, Mile-end New Town, London.

This perfectly white and delicately clean granulated preparation possesses remarkable effervescent qualities, which far surpasses the ordinary Seidlitz Powder in its cooling, refreshing, and mild aperient properties, as well as in its flavour as a saline draught. It is particularly well adapted for women and young children, on account of its most agreeable flavour and mild effect.

N.B.—The genuine has the name of BISHOP upon the Bottle, also the Name and Trade Mark upon the Label, and is sold in convenient sizes and secured in so perfect a manner that it may be shipped with safety to any part of the world.

Manufacturer also of Granulated and Effervescent Carbonate of Iron, Citrate of Iron, Citrate of Quinine, Citrate of Quinine and Iron, Carbonate of Lithia in Tubes, Citrate of Lithia, Vichy Salt, Seidlitz Mixture, and all other Granulated Preparations.

In Chancery.—Caution.—Bishop's Granular Effervescent Citrate of Magnesia.—Mr. Bishop, having discovered that the Label which he has used since 1861 was being imitated, recently applied to the Court of Chancery for an Injunction to restrain such imitation. The Injunction was immediately granted, and the Defendant was ordered to pay all Mr. Bishop's Costs and destroy the Labels complained of.

CROSSE & BLACKWELL'S
CELEBRATED OILMEN'S STORES,
ALL OF SUPERIOR QUALITY.

Pickles, Sauces, Syrups.
Jams, in tins and jars.
Orange Marmalade.
Tart Fruits, Dessert Fruits.
Mustard, Vinegar.
Potted Meats and Fish.
Preserved Fresh Salmon.
Kippered Salmon and Herrings.
Pickled Salmon.
Fresh and Lochfyne Herrings.
Fried Soles.
Fresh and Findon Haddocks.
Pure Salad Oil
Soups, in Pint and Quart Tins.
Preserved Meats in Tins.
Preserved Hams and Cheese.
Preserved Bacon.
Oxford and Cambridge Sausages.
Bologna Sausages.
Yorkshire Game Pâtes.
Yorkshire Pork Pâtes.
Galantines.
Tongues, Brawn, Poultry.
Plum Puddings.
Lea and Perrins' Worcestershire Sauce.

FRESH SUPPLIES OF THE ABOVE MAY ALWAYS BE HAD FROM EVERY STOREKEEPER IN INDIA.

CAUTION.

To prevent the fraud of refilling the bottles or jars with native productions, they should invariably be destroyed when empty. Goods should always be examined upon delivery, to detect any attempt at substitution of articles of inferior brands.

CROSSE & BLACKWELL,
PURVEYORS TO THE QUEEN, THE EMPEROR OF THE FRENCH, AND THE KING OF THE BELGIANS.
Soho Square, London

At the Paris Exhibition of 1867, THREE Prize Medals awarded to CROSSE & BLACKWELL for the marked superiority of their productions.

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

MONDAY AFTERNOON.

MARKET firm.

CALCUTTA.—21ST JULY 1870.

THE following transactions were reported to-day :—

In Government Securities—

4 per cents, a good amount at Rs. 97-0, or 3-0 discount; others at Rs. 97-2, or 1-14 discount; and a large amount at Rs. 97-6, or 2-10 discount.

4½ per cents, at Rs. 105-4.

5½ per cents, a large amount, at Rs. 114-0.

In shares—

National Bank shares, at Rs. 130 for cash.

—*Englishman.*

MILITARY.

ARRIVALS.—JULY 25.

[illegible], Lieutenant, 2-12th Regiment, on sick leave, from Jub[illegible]pore.

[illegible]gomery, Major-General, on leave, from Deesa.

[illegible]son, Surgeon, on sick leave, from Umballa.

DEPARTURE.—JULY 25.

[illegible]hard, Lieutenant, 10th Foot, on leave, to Poona.

BOMBAY ARMY GENERAL ORDERS.

By His Excellency the Commander-in-Chief.

Adjutant-General's Office, Head Quarters,
Poona, 23rd July, 1870.

The undermentioned officer returned to duty by permission of the Secretary of State for India on the 15th July 1870 :—

Lieutenant-Colonel G B Mellersh, Royal Artillery, 1st class Commissary of Ordnance.

Government has been pleased to sanction the general [illegible]

[illegible] appointing Captain W. J. Gillespie (in the absence of a qualified Subaltern) to officiate as Instructor of Musketry, vice Lieutenant Wooldridge, promoted to a half-pay Captaincy.

The undermentioned officer and warrant officer have leave of absence :—

Staff Corps—Colonel E. A. Green, Commandant 19th N. I., for three months, from date of departure, on urgent private affairs.

Adjutant General's Department—Conductor J. S. Wood, to proceed to Bombay, on medical certificate, preparatory to obtaining a final certificate to Europe.

GENERAL ORDERS BY THE GOVERNMENT OF MADRAS.

(*Fort St. George Gazette,* July 19.)

Captain John M. McMullin, Cantonment Magistrate, Poonamallee, privilege leave for one month.

Captain R. A. Walters, Superintendent of the Central Jail, Trichinopoly, privilege leave for three months, from the 15th proximo.

Mr. T. E. Thomas, acting 1st-class Assistant Superintendent of Police, Tanjore District, privilege leave for three months.

Mr. G. T. Walch, Executive Engineer of the fourth grade, three months' privilege leave.

Mr. J. Hannan, Assistant Engineer of the second grade, three months' privilege leave.

Captain Robert Beatty, 10th Regiment N. I., to act as Superintendent of Police, in Kurnool, during the absence on leave of Lieutenant Porteous.

MILITARY DEPARTMENT.

Madras Staff Corps.—The undermentioned officers are admited to the Madras Staff Corps from the dates specified against their names, subject to Her Majesty's approval :—

Lieutenant Alexander Bredin, of Her Majesty's 2nd Battalion 19th Foot, Wing Subaltern 22nd Regiment Native Infantry, from the 23rd February 1869.

Lieutenant James Joseph Kennedy, of Her Majesty's 2nd battalion 10th Foot, Wing Subaltern 5th Infantry Hyderabad Contingent, from the 30th June 1869.

Madras Staff Corps.—The following promotions are made, subject to Her Majesty's approval :—

Major and Brevet Lieutenant-Colonel Francis Dawson, having completed 26 years' service, to be Lieutenant-Colonel, from the 26th July 1870.

Captain Alfred Charles Forth, having completed 20 years' service, to be Major, from the 20th July 1870.

Lieutenant William Henry Hoskings, having completed 12 years' service, to be Captain, from the 20th July [illegible] completed [illegible] Hallett, having [illegible] 4th July 1870.

The undermentioned officers are permitted to proceed to Europe :—

Captain M. Howard, Deputy Commissary and Assistant Engineer, Department of Public Works, on furlough (medical certificate) for two years.

Captain J. C. W. Bruce, Cadre 48th Regiment Native Infantry, attached to 38th Regiment Native Infantry, on furlough (medical certificate) for three years.

SHIPPING.

ARRIVAL.

July.	Vessel.	Commander.	From.
25	Tangier	McNabb	Moulmein, May 19.

The ship Dewa Gungadhur, Chambers, to Singapore, obtained her port clearance yesterday.

The steamer Sumatra, to Aden and Suez, began to load yesterday.

THE HOOGHLY.

ARRIVALS.

July.			
21	City of Sparta	Robertson......	Glasgow, April 27
	Grecian	Guthrie	Mauritius, June 29
	Mary and Emma ...	Thompson......	Mauritius, July 2

DEPARTURES.

July.			
21	Hindoostan (s)	....	....
	Glenartney (s).........	....	....
	Glenroy..................	....	....

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTH.

HALL—July 23rd, at Surat, Mrs. A. E. Hall, of a daughter.

MARRIAGE.

FLETCHER—SCROGGIE—July 21st, at Christ Church, Byculla, by the Rev. Reynell, Charles Draper Fletcher, to Miss Helen Scroggie.

BENGAL.

BIRTH.

SHIRCORE—July 19th, at Calcutta, the wife of Mr. S. A. Shircore, of a son.

DEATH.

THOMSON—July 16th, at Ballygunge, Mrs. Charlotte Thomson, relict of Thomas Edward Thomson, Esq.

NORTH-WEST PROVINCES, &c.

BIRTH.

OGILVIE—July 20th, at Lucknow, the wife of Major James S. Ogilvie, A. C. General, of a daughter.

DEATHS.

ANDREWS—July 17th, at Simla, Kenneth Pye-Smith, the infant son of Mr and Mrs. G. A. Andrews.

GILBERT—July 17th, at Simla, Brevet Major E. K. O. Gilbert, B.S.C., aged 47 years.

The Bombay Gazette

TUESDAY, JULY 26, 1870.

THE first shots between the belligerents have been fired on the frontier of the Sarre. A French report from Forbach, a frontier station on the line from Metz to Mayence, Coblentz, Manheim, states that a German force which had crossed the boundary to Carling was driven back by the French outpost there. The German force was probably a reconnoitring party, and we arrive at this conclusion because the best line of operations, on that side, against France leads through the country between Forbach and Sarreguemines on the west side of the Vosges upon Nancy. If the Germans are bent upon invading France by that line, since the imperial head quarters are at Nancy, there must soon, perhaps in a few days, be a general action. The nature of the skirmish on the frontier is not stated, but it is not likely to have been more than an affair of outposts. We do not even know whether any one was killed or wounded.

WHATEVER decision the Judges may come to on the technical point reserved by Mr. Justice Bayley, the public and the jury and the Court have formed no doubtful opinion on the general question of the so-called Aurora frauds. That opinion holds the prisoners to be morally and legally guilty of the felony of conspiring to destroy and of having feloniously destroyed the Aurora: and it further holds the opinion that their guilt would have been exactly the same whether the ship had been destroyed by water or by fire. It has been abundantly proved by their own confessions, amply corroborated, that they one and all conspired to make away with the vessel, and, by hook or by crook, to prevent her from ever reaching the port for which she sailed. We may admit that there are degrees of guilt, that there were tempters and tempted, seducers and seduced, but it is for the Judge to decide the degree of guilt in each case, and to apportion the punishment. What is most important in the public interest is this—that all the rascals, reputable and disreputable, native and European, in Bombay, should be made aware in the plainest terms that, when they enter on a course of villainy, they are liable for all the consequences of their acts and of the acts of their fellow-conspirators. It is essential to the restoration of commercial morality that the lesson should be driven home, and that an example should be made, not for the sake of vengeance, which is folly in a criminal shape, but for the sake of the deterrent effects which we may reasonably hope would flow from the example. It would be most calamitous could it be believed for a moment, that needy men like Elmstone and Whitwell were free to ensnare, tempt, and bribe other men to commit a felony and themselves escape with comparative impunity. Technically, and in so many set words the arch-schemers, who were living by their wits, did not say to Marks, "Burn the Aurora." But why did Marks burn the the Aurora? What was his object? The reason he burnt her was to fulfil a criminal bargain he had made, to earn the wages of guilt which had been paid to him; and his object was to carry out the main purpose of the voyage—the destruction of the Aurora. The mind of Marks was full of that purpose; he was fresh from the scene of the conspiracy; he must have been cogitating the means whereby the purpose could be accomplished; and the mode of destruction by fire entering his mind, he had recourse to fire. The hand that threw the bit of lighted oakum into the lazarette was the hand of Marks, but the spirit that moved the hand was the spirit of Elmstone and Whitwell. They [illegible] E. and W. hired M. to destroy a ship by [illegible] M. destroyed the ship by fire [illegible] and W. [illegible] manifestly the destroyers of the ship [illegible] The common sense view of the whole question is implied in the pregnant remark of the [illegible]tain—"When the alarm of fire was given I thought the carpenter must have done it, and I, *therefore,* took no steps to extinguish it." He at once jumped to the conclusion that Marks had chosen that mode of executing his compact to destroy the ship, and he felt that if he used even the ordinary means of putting out fire, he would be playing false to his employers in crime. Therefore, he let the fire burn. The destination of the ship was not Liverpool—it was destruction by fire or water or both; her port of entry was the ocean deeps; her last run was to the bottom. And this was intended by the swindlers who conceived and developed the plot, who spared no pains to lay hands on the fruits, who even deducted, from the bribe given to Marks, the loss by exchange, and who now appear to feel aggrieved because they have incurred the severest penalty known to the law except death!

Something has been said about mercy; and no doubt we all stand in need of mercy for offences within and without the pale of law. But there are occasions when to show mercy is to commit a sort of crime, and when severity is a duty to the common wealth. Far be it from us to prescribe a punishment; that is for the Court, and we are to presume that the Court knows its duty better than any one else, and will do it without fear or favour. But we venture to say that mercy in this case would be wrong. It is said there is a practice of signing bills of lading before the goods are shipped; if there is such a practice, it is a practice of telling lies in a most formal and deliberate way; and telling lies is not only evil in itself, but the fruitful parent of evils. To the practice of truth, no mercy ought to be shown. Look at the consequences to which it may lead. Harriott signs a lie, and immediately he is in the power of two rogues. He may have only followed an evil custom, but he must have known that the rogues would raise money on the lies to which he had set his hand. Signing those bills led step by step to frauds, forgeries, and finally the climax of the enterprise, the destruction of the Aurora by fire. Would it not be a mercy to all the other captains who enter the port of Bombay to make it plain to them that no plea of custom shall avail to lessen the just punishment for offences that may flow out of a departure from the path of rectitude? On behalf of the public we venture to submit that the Court ought to set a mark upon a custom inherently wicked and illegal. Mercy would be a premium upon lying in this form, a form which strikes at the root of that confidence so essential to the transaction of business, a form which may lead to several kinds of crime, and may culminate in murder. For if any life or lives had been lost in consequence of the setting fire to the Aurora, then the prisoners would have been guilty of murder. We see no ground for mercy to these sordid felons. The commercial atmosphere is tainted; the sense of security is gone; distrust is abroad; and far more effective than any other remedy will be the knowledge that men are responsible for all the consequences of their acts as well as the acts themselves, and that justice, not mercy, awaits the convicted criminals at the hands of the law. We say this from no feelings of animosity to the miserable wretches who have been convicted. It is on behalf of the commercial community, the public conscience, the unconvicted, and those who may be standing, with wavering minds, on the brink of crime, that we venture to advocate a just severity. There are degrees of guilt among these men who have been found out; but to all should be meted out justice, untempered by mercy; and we have no doubt justice will be done.

IT is believed that Mr. Raymond West, who is now on leave in Europe, will be appointed Judge and Sessions Judge of Dharwar, in room of Mr. A. R. Grant, who retires from the 1st proximo.

WE learn that the Hon'ble Mr. Justice Newton, who proceeded to England in May 1869 on fifteen months' leave, has tendered his resignation, and that the Hon'ble Mr. Justice Melvill will be confirmed in his place.

THE war has taken a new and unexpected turn. It seems so at least from the long letter published yesterday by our local contemporary. The writer tells us the war cry of the French is—"A bas les Prussiennes! Messieurs les Français, en avant!" Poor Prussian ladies, what have *they* done to merit this terrible treatment?

THE "Friend of India" understands that General Fytche has no intention of resigning the office of Chief Commissioner of British Burmah next year. Urgent private affairs may oblige him to proceed for a short period to England on furlough, to which he is entitled, but his movements even in this direction are uncertain. Whether he goes or not, it is not expected that he will resign his substantive post. On the contrary, in the event of any complication taking place at Mandalay, he would be prepared to return to his post by the first steamer.

THE "Englishman" makes the following suggestion:—"Lord Napier has it in his power to take a step which will immensely increase his merited popularity with the Indian Army. It is simply to order Home, pending the sanction that could not be refused, half-a-dozen picked Indian officers to study the art of war, attached to the staff of either belligerent. The British Army—so to speak—will certainly enjoy this advantage, and will be ably represented at the head-quarters of both the French and German armies. Why should not this privilege be extended to the old Indian Army? It would at least be a graceful and fitting compliment to a grand old service, whose representatives the bravest armies of Europe would receive with respect. And there are some not undistinguished officers now at Home who might well be selected for this honour, thus avoiding the delay and possible inconvenience of sending our best men from India."

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

By Indo-European Telegraph.

THE WAR.

LONDON, 20TH JULY.

The Prince of Wales leaves for Copenhagen at the end of this week to bring back the Princess.

Prince Arthur has returned from Canada.

A rumour is afloat that the French have commenced hostilities near Forbach.

The French Government declined England's offer of mediation, because circumstances were not within the scope of the Paris Protocol of 1856.

The Queen's proclamation of neutrality was published last night.

A monster demonstration has taken place at Dublin in favour of France and the Fenians.

By British Indian Cable.

PROCLAMATION OF THE EMPEROR NAPOLEON.

PARIS, [illegible] JULY.

The Emperor has [illegible] each other.

"The flag is now unfurled which carried throughout Europe civilising ideas in the great Revolution."

The proclamation concludes by declaring that [illegible] defending a just cause are invincible.

NEUTRALITY OF RUSSIA.

ST. PETERSBURG, SUNDAY.

It has been officially announced that Russia has resolved to remain neutral whilst her interests are not endangered by the eventualities of the war.

FLORENCE, SUNDAY.

An official notification has been issued enjoining strict neutrality on Italian subjects.

THE FIRST SHOT.

LONDON, 24TH JULY, MORNING.

Advices received from Forbach, dated this morning, state that the Prussians penetrated yesterday to Carling. They were vigorously attacked and repulsed by the French Chasseurs.

The Prussians appear to be assuming the offensive.

The French and German Parliaments have been closed.

LIVERPOOL WEEKLY COTTON REPORT.

LONDON, 22ND JULY, NOON.

The Cotton market to-day opened quiet.

Total weekly sales of Cotton..	43,000	bales.
,, ,, Surats....	9,000	,,
,, Stock of Cotton	605,000	,,
,, ,, Surats....	150,000	,,
,, Import of Cotton	57,000	,,
,, ,, Surats....	13,000	,,

Fair Dhollera 6⅝d.

LONDON, 22ND JULY, AFT.

The Liverpool Cotton market to-day has been Fair Dhollera 6⅝d.

The Manchester market to-day has been unsettled.

The sum of £290,000 has this day been withdrawn from the Bank of England.

LONDON, 23RD JULY, AFT.

The Liverpool Cotton market] to-day has been firm.

Fair Dhollera, 6⅞d.	
Oriental Bank shares	£ 40.
Chartered Bank shares	,, 16.
Chartered Mercantile shares ..	,, 28.
Hongkong and Shanghai shares	,, 38.
4 per cent. Government Securities..	92⅞.
5 ,, ,, ,,	...102.
5½ ,, ,, ,,	...109⅞.

Total coin in Banks of England and France, £69,000,000.

Notes outstanding £81,125,000.

The Bank of England has raised its rate of discount to 4 per cent.

PASSENGERS BY THE HOMEWARD MAIL.

THE P. and O. Co.'s s. s. Sumatra, Captain C. A. White, will sail from Bombay to-morrow morning for Aden and Suez with the following passengers:—

For Southampton—Mrs. Sarah Haycroft Mr John Yale, Mr William Auckland, Mr R S Pelly, Mr Edward Humby, Captain Hyle, and Lieutenant G F Gavin.

For Marseilles—Mr Richard S Brundell, and Mr W T Martin.

For Suez—Mr Edward F Delmege.

For Aden—Mr W Hodgart.

"WERE T'OTHER DEAR CHARMER AWAY."

A SOLILOQUY.

Scene—An Office in Meadow Street.

HERR VON BUMPERT, Knight of the Austrian Empire, Consul for Austria and for the North-German Confederation, holding in his hand the following telegram :—

"London, July 31st.

"Austria has announced its intention of joining France.
"A division of the Austrian army is moving into Saxony, and another into Bavaria."

HERR VON B. (*loq.*)—Der Teuffel! Donnerwetter!
Here's a hole!
Preussen or Oestreich?—that's the blessed question.
Whether 'tis better to throw in my lot
With the great Bismarck and great Frederick's heir,
Or, by opposing, end them, and restore
The Holy Roman Empire to its place
As Deutschland's head. To rise with Prussia's King—
Ah, that were well! To be the Consul of
A mighty German State, sitting supreme,
Broad-based, on Europe; then to have the fame,
On this far strand, of having been the first
To cast his gauntlet in the tyrant's face,
And to evoke all India's sympathy
For gentle Prussia's and sweet Bismarck's cause—
That were a stroke well worthy to create
A Consul-General! Nor is that all.
Upon this manly chest might chance to shine
The rare Black Eagle's star. Du lieber Himmel!
That were a consummation! Thus adorned,
How should I pace under the Linden trees,
Round Berlin's plaster palaces, and by
The od'rous waters of the river Spree!
But "Austria joins with France"—
Ah, there's the rub! To lose its Consulship;
Perchance to be no more an Austrian Knight;
To be consigned into nonentity,
And buried deep in a commercial grave
By the rich merchants of the Austrian Lloyd;
To hear no more with self-complacent joy
The panting of their galleons from Trieste.
To have that fiend Von Beust upon my track,
And even the tyrant Bonaparte demanding,
As a condition of his making peace,
That I no more should be a Bundes-Consul—
Elye! That's not so well, and Bumpert's star
Might well descend in monsoon clouds and darkness.
For now, indeed, I do remember me,
When, at the blast of valiant Bismarck's horn,
Fell Frankfort's walls, the chief of Rothschild's house
Swore mighty vengeance, offering vast sums
To Bonaparte, and promising to make
Austria his ally, or to play the deuce
With Austrian finance. Ach! I see it all.
What fiery fiend possessed me when I wrote
That wild appeal? I should have breathed of peace,
And deep regret, mingled with compliments
To France and Austria—in fact to all.
It is not in our German race, I fear,
To make strategic movements very neatly,
And wheel right round upon the light fantastic;
Yet, Bumpert, if thou wouldst not bring thy life
To the bare bodkin question, it were well
That thou shouldst turn. Herr Gott! I see not how.
But I will go up many steps and stairs,
And seek advice from my brave friend J. C.,
For much experience has that ancient known
Of war and trouble; even those whose ships
Do come to grief at sea, repair to him,
And, kneeling in his sanctum, do unbosom,

THE SUEZ CANAL.

THE following official letter, addressed by His Grace the Duke of Argyll, to His Excellency the Governor of Bombay, enclosing a report by the Surveyor of the Post Offices in the Mediterranean with regard to the Suez Canal, has been placed at the disposal of the Press :—

India Office, London, 16th June 1870.

His Excellency the Right Honourable the Governor in Council, Bombay.

Sir,—I forward herewith, for the information of your Excellency in Council, copy of a report, by the Surveyor of the Post-offices in the Mediterranean, on the subject of the effect which the opening of the Suez Canal may have on the mail services with the East.—I have, &c.,

ARGYLL.

Alexandria, 3rd May 1870.

Sir,—The opening of the Suez Canal since my last visit to Egypt and the modifications to which it may eventually lead in our Eastern mail service, have led me to seek information on the subject of a work that has excited such general interest, and I beg to submit to you some of the results of my enquiries. The French Government, as you are aware, have viewed the Canal as a completed work, and are already sending their mails through it. There are still, however, great difficulties opposed to the passage of steamers of the size and draught of water of the "Messageries" boats employed in the conveyance of their China mails. The Hooghly on her [illegible] age was partially disabled [illegible] of her screw [illegible] remained hard and fast till Monday morning, when after discharging great part of her coal she was again got afloat, and arrived at the Suez terminus of the Canal on Monday afternoon at half past five. I was at Suez at the time, and witnessed her exit from the Canal. The steamer took in coal during Monday night, and left the roadstead for China early on Tuesday morning. An exact measure of the time lost by the Hooghly's mails from their passage through the Canal is given by the circumstance that these mails left Marseilles at the same time with the London mail for Bombay by the P. and O. Co.'s steamer Nyanza. The Nyanza arrived at Alexandria at three on Friday afternoon (22nd April). Her mails were sent across to Suez on Saturday night. The Behar, with the above mails and passengers, left Suez for Bombay on Sunday morning, or two days before the Hooghly.

2. Had the Hooghly passed through the Canal without accident or detention, she would have reached Suez on Sunday evening, and might have left that port about eight hours after the Behar, but it must be borne in mind that the Behar's mails were at Suez 24 hours before the steamer started, having been forwarded from Alexandria on the night of the 22nd, the passengers and cargo following on the night of the 23rd. The Hooghly is a faster ship than the Nyanza, and gained some 60 or 70 miles upon her on the passage from Marseilles to Egypt.

3. Port Said is about 90 miles farther than Alexandria from either Brindisi or Marseilles. Supposing that mails left Marseilles in ships of equal size, power, and speed, going 11 knots an hour, those for Alexandria would reach that port about eight hours before the arrival at Port Said of those going through the Canal. The landing at Alexandria and transit to Suez would occupy about fourteen hours.

4. The passage of the mail steamer through the Canal would occupy about eighteen hours of daylight, viz., ten hours from Port Said to Ismailia, and eight from Ismailia to Suez. To this time must be added two hours of night between the two days of the passage, for at present it is sufficiently difficult with every care and precaution for steamers of a large class to navigate the Canal in the day time without accident, and all movements at night might be considered an impossibility. The French Government allow the Messageries' boats 30 hours for the passage between Port Said and Suez. The transit from Port Said to Suez and *vice versa* will not therefore, I believe, be accomplished under the most favourable circumstances in less than 28 hours. This leaves again 14 hours in favour of the Alexandria over the Port Said route, which, added to the eight hours gained at sea between Marseilles and Alexandria, gives a total of 22 hours in favour of the Alexandria line. If we deduct two hours for shipping the mails at Suez, there will still remain 20 hours gained by the Alexandria route. In the present state of the Canal it seems that ships not drawing more than 19½ feet of water can pass through it, but to do so without getting aground or damaging their machinery, a low speed and very expert handling of the ship are necessary. The middle section of the Canal, or deep channel, ought according to plan to leave a uniform breadth of 22 inches (be[illegible] than half that breadth. At the point where the Imperatrice damaged her screw, the breadth was only 11 inches. According to the statement of the Port Said journal, which gave an account of the accident, big steamers are therefore obliged to steer on a perfectly straight line in the very centre of the Canal from which they cannot diverge on either side without danger of either running aground or striking the bank with their screw, and so perhaps become disabled. The danger of damage to machinery can be avoided by the steamer being towed instead of using her own propeller, but this again increases the danger of running aground, since a steamer steers much better when using her own screw than when towed. Thus the Hooghly, as I was informed, was towed as far as Lake Timsah where she grounded, but the commander after his ship was got afloat preferred to use his own machinery for the rest of the passage to Suez. There are some curves in the course of the Canal which present difficulties to long ships, and which it is said they can pass with perfect safety only by the slow process of towing.

5. It has been supposed that a strong wind blowing across the Canal might drive a passing vessel upon the bank, but I am told that in practice no difficulty arises from this cause, so long as a speed of four or five knots an hour is maintained, which enables the ship to keep always in mid-channel. Should, however, the way be blocked and the progress of a vessel be thereby arrested, she would be drifted aground on the lee bank, unless the danger were averted by her being promptly moored. Mooring posts placed at short intervals along the banks, and a good line of buoys to mark distinctly the deep channel are the means by which it is proposed to render the navigation of the Canal less difficult. The obstruction likely to arise from sand drifts falling into the Canal is made light of by the company. The extent to which this cause impeded the construction of the Canal is known, and the amount of the sand deposit accurately measured by the contractors for the work, who were paid for the removal of this deposit, in addition to the original excavation of the Canal. Opinions vary very much as to the amount of the deposit in the Canal from the wash on the banks of the wave caused by every passing ship. Powerful dredges will no doubt be required to counteract the obstruction that might arise from this cause and from sand drifts, and dredging will be a very heavy item of expense in the maintenance of the Canal. It would of course greatly facilitate the navigation of the Canal if it could be made wider throughout its course, but the financial position of the company offers very little prospects of this being done. It is said that before any dividend can be made to the original shareholders, the preferential claims of the debenture holders, amounting to £400,000 per annum, must be first paid, besides the working expenses and cost of maintenance, estimated at some £300,000 a year. The gross receipts for March were £25,000, the traffic through the Canal must therefore be more than double its present amount before the original shareholders can hope to receive any dividend. It does not seem likely that the Suez Canal can ever provide so quick a means of conveyance through Egypt as the railway, so long as the mails are carried through the Canal by the large class steamers which convey them to India and China, and which cannot pass through the Canal at a greater speed than 4 or 5 knots an hour. It might be for the interest of the P. and O. Company to send their ships through the Canal and thereby avoid the transhipment of cargo, but the necessary despatch of the mail service would still require that their vessels should receive the mails from the railway at Suez and Alexandria. The requirements of the service and the interest of the Company might perhaps be equally satisfied; for example, if each Southampton boat after landing her mails at Alexandria proceeded through the Canal and waited at Suez in readiness to depart the moment the mails of the succeeding week were placed on board. A similar arrangement might be made for the homeward mails, the steamer from India, after landing her mails at Suez, passing through the Canal and waiting at Alexandria for the succeeding mails. But in view of the accidents that have happened by the French mail steamers, it would hardly be prudent to consent to an arrangement of this kind at present, unless a spare steamer were stationed at Alexandria and Suez to carry on the mail service in case of any accident happening to the steamer passing through the Canal. It is possible, I think, that the Canal at some future time will beat the railway in the performance of the quick mail service. High pressure steamers of very small draught of water, like the American river boats, might convey the mails between Port Said and Suez to the packets at either end in five or six hours. I am told that the damage to the banks caused by the wave of a passing vessel depends upon her size and draught, and that no injury would be caused by a shallow boat going at a high velocity of fifteen or sixteen miles per hour.—I have, &c.,

EDW. CRESWELL.

STEAMER REPORT.

GALLE, 25th, 5-50 A.M.—Mail steamer from Calcutta signalled.

WEATHER REPORTS.

CARWAR, 25th July, 9-45 A.M.—Weather fair, wind light south-west, thermometer 78, barometer 29·90, rainfall 5 cents.

VINGORLA, 25th July, 10 A.M.—Weather clear, wind south-west, thermometer 78, rainfall 44 cents.

CANNANORE, 25th July, 10 A.M.—Weather cloudy, wind north-west moderate, thermometer 77, barometer 29·960, rainfall 55 cents.

TUTICORIN, 25th July, 10-15 A.M.—Weather fine, wind south-west, thermometer 88, barometer 29·88.

MANGALORE, 25th July, 12 P.M.—Weather fair, thermometer 79.

GALLERY OF INDIAN PORTRAITS.

"Speak of me as I am : nothing extenuate
Nor set down aught in malice."

No. VI.

SIR HENRY MARION DURAND, K.C.S.I., C.B.

IF these little sketches points no other moral, they at least teach how narrow in India is the line which separates contemporaneous events from history. In England, a broad frontier lies between the present and the past. But here it is impossible to sketch the careers of men still living among us, without carrying our readers back to an almost forgotten world. Last week we hung up the portrait of a gentleman, whose early years in India were spent amid scenes as utterly removed from the experiences of the mercantile community of the present day, as the legends of interloping supercargoes in the Dutch Settlement of Amboyna. This morning we offer an etching of a soldier-statesman's career, dating from the prehistoric period when Native Christians were still excluded from public employment; when the Company drew a handsome income from idolatrous rites; when [illegible] possession of the highways [illegible] and when Hindoo widows [illegible] stones with his geological hammer and digging up fossils by the way. The Cabul war discloses Lieutenant Durand as a volunteer, detained for a time upon the park of Artillery at Delhi, but in due time managing to get to the front, and there to do a decidedly notable deed. Somebody was wanted to blow up the massive gate at Ghazni, while the enemy were dropping shot like hail upon the sand just outside it. Lord Napier told us the whole story the other day; how thousands of brave men's lives depended upon the business; how the engineers found it could not be done; how the fate of the army hung in the balance; and how the keen eye of the young volunteer spied out the practicable spot, and in spite of matches that would not burn, and powder that would not ignite, went in and did it.

The next scene is still on the frontier. The volunteer has grown into a self-reliant and trusted officer. He is in fact the engineer to Shah Shuja's force; very full of schemes, and especially bent upon fortifying the Bala Hissar for our troops. The present artist is not a soldier, and will speak no word about matters concerning which he knows nothing. Suffice it to say that on this, as on many other occasions, Sir Henry Durand failed to get his superiors to share his views. The Bala Hissar remained unfortified, the hour of trial came, and with it the greatest calamity that has befallen the British arms in India. Is it not written in English books, and in many a stricken English heart, at this present day? The young engineer himself gave his own version of the war—and a very spirited one it is—twenty years ago in the *Calcutta Review.* But meanwhile he found himself in the ranks of the opposition, and not being allowed to do the thing which he believed it to be his duty to do, he gave up his appointment, returned to the Panjab, did some very admirable penwork in connection with the Frontier Topographical Survey, and finally took himself off to England on furlough in 1841.

But not for long. Four months saw him on his way back to India as Lord Ellenborough's Aide-de-camp, to end his journey as His Excellency's Private Secretary. Behold Captain Durand, therefore, installed in Government House. One of his admirers has assured us, that the Private Secretary had no hand in the wild freaks of that most fatal of Governor-Generals. It was a bad time, and Captain Durand was among foolish men; and it must ever be a matter of regret to his more judicious friends, that he should have been selected as the confidential companion of a weak-headed nobleman, whose interpretation of his duty as the ruler of all India never rose above the function of a despatch-writing General, and often sank to that of a Captain of Horse. In due time the pitiable spectacle was removed from men's eyes. Lord Ellenborough was recalled by an indignant nation, and his Secretary found an asylum in the Commissionership of Tenasserim. Here, as elsewhere, Captain Durand immediately found an immense deal of work to be done, and did it. Here also he failed to make his superior officers take the same view of his duty that he too, and was in consequence recalled. The whole evidence goes to show that, as in the case of the Bala Hissar, he was substantially correct, but as in that case also, wanting in the persuasive tact by which alone an administration can be conducted. His supporters were chiefly men of enthusiastic religious views,—views with which Sir Henry Durand has always honestly avowed his sympathy, but which [illegible] reputation, hemmed in by jealous Buddhist states. He found arrayed against him not only the local public and the local press, but the whole authority of the Government of India, and in an unhappy moment was led into arbitrary proceeding against one of his opponents. His most thorough supporters had to admit that he decreed an excessive fine against one of the newspapers, and although we perfectly concur with the "*Friend*" as to the offensive tone of the journal in question, we cannot help feeling that Sir Henry Durand's action was, if not revengeful, at least ill-timed and misjudged.

But while passing this verdict, we would not withhold our tribute from the noble honesty of purpose which shines forth from every page of this part of Sir Henry Durand's career. He had firmly made up his mind as to what he considered to be his duty; and although we believe he was misled by an intellectual aberration, his conscientious fixity of purpose obtained every good man's respect. We can never forget, however, that an Indian official lives by the toil and sweat of a non-Christian population. Nor can we, whatever may be our private aspirations, sympathise with any effort of a man holding a great public position, to use that position as a means of fostering what is, to the mass of our Indian subjects, a foreign and a hostile creed. It is but fair, however, to state the case for Sir Henry Durand at this turning point in his career, and we quote the address of the American Missionaries from the thoroughly appreciative biography which the *Friend* recently published;—"The effective but unostentatious methods you have constantly chosen to promote the cause of education and religion among the people, assure us of your sincere desire for their highest interest . . . It is our sincere desire, and an object for which our prayers shall not be wanting, that our Heavenly Father may still direct you in a way in which your labours may be highly useful to mankind, as well as a source of increasing delight to yourself, and that you may finally receive the ultimate reward of those who continue faithful until death."

For some time the recalled Commissioner continued under a cloud. Lord Hardinge appointed him Chief Engineer of the Panjab, but political employment was not offered to him, and he wisely availed himself of this opportunity for taking furlough to England. On his return he found Northern India the theatre of the second Sikh war. But he received no marked acknowledgment from the Government, nor any commanding position, and he has therefore been saved from the suspicion of any responsibility for the blunders which characterised Lord Gough's campaign. Nor did he take a conspicuous part in the glorious political triumph by which Chilianwala was retrieved. He did his duty as a brave and unostentatious soldier should do; and next emerged as Political Agent at Gwalior. For this position he had been specially fitted by the knowledge of Central India, which he had obtained as Private Secretary to Lord Ellenborough. He belonged to the old stern school of politicals, and, like them, gave vent to his opinions in articles in the *Calcutta Review,* in which local knowledge and clever writing sometimes made amends for inaccurate thinking and hasty generalisation. He was full of denunciations of the educated races of Bengal, and equally full of praises of the "distinguished" chiefs with whom he had to deal. In short, he spoke well of that class of the Indian people whom he knew best, and rather vilified the others, exactly as every official, and indeed every one of us, does at the present day. The year 1853 found Colonel Durand again in England. On his return in 1856, he became Superintending Engineer of the Calcutta circle. He was not quite the man whom Lord Dalhousie would have selected for a great political post, but he speedily won the confidence of Lord Canning, and was appointed Agent at Indore. During the mutiny he well repaid this confidence, and formed part of that noble column which, without any base of operations, and without conveniences of any sort, indeed almost without a camp follower, did the work of an army. It took Dhar and scattered a vast conglomerate force in Malwa, intercepted Tantea Topi at the most critical moment in his great operation for consolidating the disaffected districts and states in Southern India, and finally disarmed the army of Holkar.

This is perhaps the most brilliant period in Sir Henry Durand's career. In the infinite variety of Indian employments, he had found the very post for which a man of his training and of his character was best fitted. Half soldier, half political, with no outside public to perplex him, and no enthusiastic missionaries to mislead him, his calm wisdom tempered with the generous chivalry of an English gentleman, at once conciliated and overawed the native chiefs, and at the same time consolidated the British power. The events of that eventful year marked out Sir Henry Durand as the future Foreign Secretary to the Government of India. As Foreign Secretary he extended the reputation which he had so well earned, and for the first time exhibited that wisdom in Council which is the most important and the most characteristic feature of his mind. He was essentially a Secretary upon whom a Viceroy relied, and his experience at home as a member of the India Council has given a peculiar weight, and we may add too, a peculiar moderation, to his views with regard to our attitude towards the great feudatories of the empire.

Sir Henry Durand's conduct in the capacity we have just alluded to as a member of the Council at Home, forms, we believe, one of the most honorable episodes in his career. The circumstances under which he returned to India, after having obtained what is generally considered as the highest reward of Indian service, were of a delicate nature, which we have not hitherto seen explained in any Indian journal, but which are of a piece with the conscientious and chivalrous sentiments which have actuated his whole life. As a member of the Supreme Council in India he did good work, but his best work was attended with serious drawbacks. There will always be two views with regard to the position of the mass of the Indian people to the proprietory body. Sir Henry Durand has very conscientiously and very firmly advocated what we believe to be the wrong one. His experience had lain among the chiefs rather than among the people. No man knew better the intricacies of a Native Court, or sympathised more intelligently with the position of a Native Prince. The great discussion which divided the Council under the late Viceroy naturally found him arrayed upon the side whose claims he understood best, and with whose views he was most in accord. On the other side were Lord Lawrence and the Hon'ble Mr. Strachey, men who had administered the provinces for which they were then endeavouring to legislate, and who understood the wants of the labouring masses as only civilians can understand and appreciate them. Sir Henry Durand opposed the measures intended to ameliorate the lot, and to consolidate the rights of the cultivators, with the same stedfastness, and we must add, with the same want of conciliatory tact, which have been at once the glory and the weakness of his long career. The contest is now over, and these rights, at least in one province, are established facts. Nor perhaps will history regret that they have been established after every possible argument against them has been stated, and in spite of so dauntless and so weighty an opponent as Sir Henry Marion Durand.

Our little sketch is now drawing to its close. Its subject has within the last two months reached one of the highest positions to which an Indian officer can aspire. We plainly confess that we have entertained serious apprehensions with regard to the attitude which Sir Henry Durand will take up as Lieutenant-Governor of the Punjab. Rich in the love of all who know him personally; in the respect of all who have watched his public career; in the favour of his Sovereign; and in the ardent admiration of those who, in this country, represent the more devout section of the Christian community, there are, nevertheless, points in his character, which render his present appointment a source of grave anxiety to all lovers of human liberty. He will manage the frontier chiefs as no other man now living would be able to manage them. But we implore him to be merciful to the people. Not merely merciful as a Governor, but merciful in the higher sense, as one who is placed equally above the peasant and the prince, and whose function it is to mediate between the two, to sympathise with the necessities of each, and to do justice to both.—*Pioneer*

THE INCOME-TAX.

THE increase of the income-tax this year was a cruel blunder. Every day is showing more clearly the injustice and the folly alike, in the growing weakness of Government, in the spread of political discontent, in the blind oppressiveness of the mode of assessment which even the Lieutenant-Governor of Bengal has been forced by facts to condemn, and in the renewed proofs of the inaccuracy of the financial estimates. Not justice only but expediency now demands that the Government of India should show itself as ready to remove the burden which in ignorance it imposed last April, as it found the public prompt to submit to an addition of fifty per cent. to the tax last September. It is of the first importance that the Supreme Government should be respected by the subordinate administrations and by its own officials. It is even more necessary that its capacity and its honesty alike should be believed in by the country. As to financial capacity the members of the Government have themselves twice borne witness to that with an effusion that would have been ludicrous but for the gravity of the subject. It is because we most unreservedly express our belief in the honesty of the Government as such, that we ask the Governor-General to show the same boldness as in Sepetember last, and to dare to confess that the increase of the income-tax in April was a mistake, which it is His Excellency's duty to remedy in the light of the blunders of the past year and the prosperity of this. Why is it that the public instinct so unanimously condemns an error of a million on the *right* side of the Indian estimates, when the English public rejoice in the prospect of a mistake of two millions on the same side in Mr. Lowe's Budget this year? [illegible] is because, first of all, Lord Mayo has no Mr. Lowe to advice him, but chiefly because the income-tax was raised to a war rate under a delusion.—*Friend of India.*

INDIAN ITEMS.

FROM Subathoo we hear that, on the night of the 19th a rather daring robbery was committed there, the Roman Catholic chapel having been despoiled of a considerable amount of property by some thieves who smashed open one of the windows. We do not receive such satisfactory accounts of the state of the bazaars in Subathoo as could be desired.—*Pioneer,* July 23.

A LUCKNOW letter tells us that Mr. W. Powell, the clerk in General Beadle's office in Lucknow, whose death (possibly by suicide) was referred to in our correspondence columns yesterday, had on Saturday last prosecuted Mr. Edmund Morgan, of the Chief Engineer's office, who was fined eight rupees for the assault. The amount seems ridiculously small for what has been described as rather a savage attack by a strong man on a feeble one; but we are perhaps imperfectly aware of all the circumstances. What we shall probably [illegible] concerns the public to know—is, how far General Beadle's action [illegible] played due discrimination in awarding official punishment for a private misdemeanour.—*Pioneer,* July 23.

As we expected, Sir William Grey is prepared to carry out the orders of the Governor-General and of Her Majesty's Government in the matter of education with unreserved loyalty. What has been done is this: A meeting of experts has been held at Belvedere to discuss the plan of a cess. The general idea seemed to be that of a very light and roughly classified house-tax, *plus* a cess on land going down to subordinate interests as far as Ganteedars, but leaving cultivators alone as they would pay enough in the form of house-tax: A committee to work out details in communication with the Legislative Department was also proposed, so that a bill might come in as soon as the Session begins, in November. Sir W. Grey will not allow such a committee to discuss principles any more, but will give rigid instructions for practical results. The Government of India has been asked for an expression of opinion in regard to the precise meaning of the term used by the Secretary of State, "property accessible to rates." If it is real property only the funds raised will be insufficient. A sum of half a million a year is wanted for roads and a quarter of a million for schools.—*Friend of India.*

BOMBAY.

THE SHIP TANGIER, 772 tons, Captain J. McNabb, arrived yesterday from Moulmain with a cargo of timber. The vessel is consigned to Messrs. Wallace and Co.

ALIMONY.—In the Fort Police Court yesterday, before Mr. Connon, a Mahomedan named Dada Abdoola was charged with refusing to support his wife, Fuddee. The Magistrate ordered the defendant to pay Rs. 100 as costs, and Rs. 30 a month for the maintenance of his wife and children.

A CASE FOR THE SESSIONS.—Yesterday Mr. Nana Morojee committed Sowlia Gopal and Rama Wittoo for trial at the ensuing Criminal Sessions of the High Court, for stealing four gold ear-rings and five gold finger rings, of the value of Rs. 200, the property of Thucker Cand[illegible] Praggee.

VEHAR LAKE.—The height of water at the tower of Vehar Lake on Saturday last was 56 feet 6 inches; on the corresponding date last year it was 51 feet 9 inches. The fall of rain up to last Saturday was 49 inches 17 cents; on the corresponding date last year it was 40 inches 2 cents.

GAMBLERS.—At the Fort Police Court yesterday, before Mr. Nana Morojee, Geega Hoossein and Feezoola Mahomed, were charged at the instance of Mr. Inspector Smith with keeping a common gaming house, and six others with gaming therein with dice and money. Three of the prisoners were discharged. The rest were convicted and sentenced to pay a fine of fifteen rupees each, with the alternative of thirty days' imprisonment.

PROGRAMME OF MUSIC to be played by the Band of the 95th (The Derbyshire) Regiment at the Esplanade Bandstand this evening, weather permitting :—

Overture	Le Roi d'Yvetot	Adam
Selection	Der Wildschutz	Lortzing
Valse	Il Bacio	Arditi
Invitation à la Danse		Weber
Quadrille	Royal Alfred	Godfrey
Galop	Jolly Bandsmen	Wotzel

NATIVE GENERAL LIBRARY.—The annual general meeting of the Native General Library was held on Saturday—Dr. Bhau Dajee in the chair. An elaborate annual report was read and adopted, in which the chief points of interest to the public were that a large number of new books had been got from England during the year, and that a number of valuable Sanscrit books had been added to the library. Some interesting statistics were given as to the kind of books read by different classes of the community. All classes, but more particularly the Europeans and Indo-Britons, are fond of novel reading. Books on history, geography, and literature appear to be more read by Parsees than by Hindoos, while on the other hand the Hindoos excel the Parsees in their reading of works on politics, law and jurisprudence, Sanscrit, and Christian sacred literature. Parsees, again, show a greater desire than Hindoos for works on science and art, natural history, poetry, voyages and travels, biography, and miscellaneous reading. There is one Mahomedan on the list only.

THE BRAZILIAN.

A TELEGRAM was received from Aden [illegible] day advising the s.s. Brazilian's arrival at A[illegible] the 24th, after 15 days passage from Bombay.

TELEGRAPH LINE REPORTS.

KURRACHEE, 25th July, 8 P.M.—Latest dates from United Kingdom via Russia, 23rd July, 5-20 P.M.; via Turkey, 23rd July, 3-20 P.M. From Continent of Europe, via Russia, 23rd July, 12-30 P.M.; via Turkey, 24th July, 3-50 P.M. Cable right to Fao; Turkish line right to Pera; lines beyond clear; Persian line right to London.

BOMBAY GOVERNMENT TELEGRAPH OFFICE.—25TH JULY, 9 P.M.

Latest dates from United Kingdom.

Via Turkey, 23rd July, 3-20 P.M., Greenwich time. Time in transit, 38 hours 16 minutes.

Via Red Sea, 25th July, 11-10 A.M., Greenwich time. Time in transit, 4 hours 30 minutes.

Latest dates from Continent of Europe.

Via Turkey, 24th July, 11-5 P.M., Greenwich time. Time in transit, 14 hours 41 minutes.

Via Red Sea, 25th July, 10-5 A.M., Greenwich time. Time in transit, 4 hours 33 minutes.

America via Red Sea, 23rd July, 2-32 P.M., American time. Time in transit, 34 hours 9 minutes.

The time occupied in the transmission of messages to Bombay from 9 P.M. of the 24th to 9 P.M. of the 25th July is as follows :—

	To Bombay	Max.		Min.	
From	Kurrachee	9	17	0	10
,,	Calcutta	8	59	0	8
,,	Galle	6	26	0	48
,,	Madras................................	53	35	32	55

THE WEATHER AND THE CROPS.

(REPORTS FOR THE FORTNIGHT ENDING 15TH JULY.)

SURAT.—The weather was good. The crops were in good condition. Rice was being sown. The public health was reported to be good, except in the talookas of Mandvee and Chiklee.

AHMEDABAD.—The weather was hot during the fortnight under report. The state of the jowaree and bajree crops was fair, as also of the pulses. The state of public health was good. Cattle were free from disease.

CANARA.—The weather report of the Canara collectorate for the fortnight ending 30th June informs us that the sowing operations were fast progressing. Rain-fall was seasonable for sowing operations. Fever prevailed in almost all the talookas in the collectorate.

POONA.—The fall of rain was good in the Mawul talooka and in Moolsee petta under Haveilly; moderate in the talookas of Joonere, Haveilly, Indapoor, and in petta Ambegaon under Kheir; and slight in the Poorundhur, Bheemthury and Seeroor talookas. Sowing operations were begun in the Bheemthury and Seeroor talookas, but were retarded in the eastern part of Haveilly and in the Poorundhur talooka for want of sufficient rain. The crops wherever they had sprung up were doing well. The health both of men and cattle was good throughout the collectorate.

A ROW IN THE PENSIONERS' HOME.

AT the Girgaum Police Court, yesterday, Mr. Richard Webb was charged with committing an assault against the person of Mr. William Sherd, Superintendent Pensioners' Home.

Mr. W. Sherd said—I am Superintendent Pensioners' Home. Between the hours of 6 and 7 on Sunday, the 17th inst., the defendant rushed into the veranda of my room and spoke to me (about his mother). I ordered him out of my quarters. He threatened to throw me over the bannisters and he struck me one blow on my left cheek, and put both his fists into my face and said he would have satisfaction of me. Others were present.

To Defendant—I did catch him by his coat and gave him a kick. My "mallees" laid hold of him to assist to get him out of my quarters. I was not in liquor.

To the Court—I kicked him after he struck me, not before. I did nothing to him before.

Two more witnesses were examined on behalf of the prosecution, and they stated that they saw defendant strike complainant one blow, which was returned.

Defendant said—I went to speak to complainant about matters between him and my mother. I spoke to him in a threatening manner. He got up and kicked me after some words. I did not strike complainant. I was pulled away. I was alone in his house.

The Magistrate in disposing of the case remarked that the complainant, if his own statements were true, took the law into his own hands. Defendant was warned and discharged.

THE OPERA-CONCERT COMPANY.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—I noticed with surprise a paragraph in your to-day's issue announcing that the Opera Company, which the music-loving public of Bombay has been looking forward to, will take the shape of subscription concerts to be given on Malabar Hill or Breach Candy.

Although our Theatre is but small it still affords all that may content a reasonable audience, as was amply proved by the brilliant success of the first Opera season in 1865.

This being the case it is almost incredible that there are people to be found to subscribe to an arrangement like the above, which deprives the general public of a great treat, and offers even the subscribers elect but a sorry substitute for the animating stir and circumstance of an operatic performance. Yet such is the fact, and unless the promoters of the idea think better of it they will lay themselves open to a suspicion of monopolising exclusiveness.

25th July. ANTI-HUMBUG.

[The plain fact is, the public does not find the Grant Road Theatre a pleasant place to go to. When we have a theatre worthy of the city, an Opera *impresario* will surely find ample support. Signor Inzoli's plan seems a good one for the coming season. As to the "exclusiveness," that is the subscribers' own affair, but we suppose "Anti-Humbug" can become one of the subscribers if he likes.]

GIRGAUM POLICE COURT.—25TH JULY.

(Before R. H. SHOWELL, Esq.)

RESISTING A POLICEMAN.—John Roman, a European loafer, was charged with being drunk and disorderly and resisting a police constable, and was sentenced to seven days' imprisonment.

THEFTS.—Pandoo Thanoo and Gopall Govind were charged with stealing a quantity of apparel, a gold earring, and other property. The second prisoner was discharged, while the first was sentenced to be imprisoned for six weeks.—A Mahomedan was charged with stealing copper vessels, and was sentenced to a fortnight's imprisonment.

RAILWAY OFFENCE.—Abbas Esmael was charged with stealing Rs. 5-2 from the pocket of Trimbuckjee Bhickajee at the Byculla station of the G. I. P. Railway. He was adjudged guilty, and, being an old offender, was sentenced to be imprisoned for three weeks.

BOMBAY.

(*Friend of India.*)

SUPPOSE that one lands in Bombay what is it one sees? A magnificent roadstead, and harbour, at different points reminding one of Spithead, of the Mersey, of Gravesend, of Southampton-Water. There is a resemblance to each, and yet a difference, but there is something in the array of ships that is magnificent even as a scene purely. And the flag of England waves over all. For the first time from London onward one comes to English life roots. As a people we are in Egypt for a time, and on sufferance. We are "settled down" in Bombay—in India. The law courts, with all their faults, are English; not consular but imperial. Here, the "body of the subject" must be produced, publicly, for trial in Her Majesty's name. Tides of conquest have come, and gone, to prepare the way for this one rule, the grip of which is as a grip of iron. One finds here essentially different forms of life—English, home-like, diversified, representing all classes of thought at home; yet—still changed. The Indian officer may be a wise man or a fool. That has been settled for him long before, on first principles. But if he *is* a wise man his experience is valuable. If he is a thoughtful man he can tell you a great deal that is new and startling and instructive. The Indian Civilian, too, if a like man has a valuable experience. He has been brought into contact with authority and may himself have exercised authority on the largest scale. Statesman, merchant may be, and sometimes has been, at present time. Yet what do we find? In Bombay the ugly one of the leading subject of conversation going to natural commercial falsehood, in some, in all cases criminal, consequences, in some not, in this respect. The evil Bombay is far from [illegible], and only too largely in exists in other parts of the mercantile community, however, England. The Bo[illegible]med and has found scapegoats has at last been [illegible] that is another feature of English to its hand, [illegible] like features of the same life through life exce[illegible] our history. "Let the law take its all the [illegible] the general cry. Yes, let it do so, as the course and "the inevitable." And then let the cry cease, instead of indignation let there be a removal of the evil thing. Let large firms take care that stumbling-blocks are not left in the way of small ones. This is the lesson to learn, and this is the lesson that Englishmen seldom learn, in what Macaulay has well termed their periodical fits of morality. Let there be an earnest discountenancing of bills of lading without lading, and a bigger plague-spot than at first sight appears will be removed from among us.

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THE WAR DEPARTMENT.

The following copies of Orders in Council relating to the War Department were presented to Parliament by command of Her Majesty on June 27 :—

“ At the Court at Balmoral, the 4th day of June, 1870—Present, the Queen's Most Excellent Majesty in Council,

“ Whereas there was this day read at the Board a representation to the Lord President of the Council from the Right Hon. Edward Cardwell, one of Her Majesty's Principal Secretaries of State, dated the 30th day of May, 1870, in the words following, viz. :—

“ ‘ As it is expedient to define the duties of the Field Marshal commanding the Forces, under the letter of service issued to him by Her Majesty's direction, by the Secretary of State for War, on the 15th of July, 1856, or of any other officer who may hereafter from time to time be so appointed, I have the honour to request that your Lordship will be pleased to submit for the approval of Her Majesty in Council that—subject to the approval of the Secretary of State for War, and to his responsibility for the administration of the Royal authority and prerogative in respect of the army—the said officer shall, in addition to the military command conferred by the said letter, be charged—

“ ‘ With the discipline and distribution of the army and of the reserve forces of the United Kingdom, when embodied or called out for actual military service ;

“ ‘ With the military education and training of the officers, non-commissioned officers, and men of the army, and of the reserve forces when assembled for training, exercise, inspection, or voluntary military duty ;

“ ‘ With enlisting men for, and discharging men from, the army and army reserves ;

“ ‘ With the collection and record of strategical information, including topography, [redacted] departments of the War Office, it is enacted that, one of Her Majesty's Principal Secretaries of State may from time to time appoint, and at his pleasure remove, an officer to be styled the Surveyor-General of the Ordnance, and that his duties in relation to the War Office shall be assigned to him by Order in Council, I have the honour to request that your Lordship will be pleased to submit for the approval of Her Majesty in Council that—subject to the approval of the Secretary of State for War and to his responsibility for the administration of the Royal authority and prerogative in respect of the army—the said Surveyor-General of the Ordnance shall be charged—

“ ‘ With providing, holding, and issuing to all branches of the army and reserve forces, food forage, fuel, and light, clothing, arms, accoutrements, munitions of war, and all other stores necessary for the efficient performance of their duties by such forces, of proper quality and pattern, and in proper quantities, according to the regulations governing the provision, custody, and issue of such supplies ;

“ ‘ With exercising a strict control over the expenditure of such supplies, and with seeing that they are properly accounted for by the several officers and others who may be charged with their custody, issue, and use ;

“ ‘ With the custody of all buildings in which troops are quartered, and with allotting quarters ;

“ ‘ With providing transport for troops, and directing land and inland water transport ;

“ ‘ With preparing the estimates for all the above services, and causing the expenditure for them to be duly and carefully examined ;

“ ‘ And with the duty of rendering such other advice and assistance as may be required of him by the Secretary of State for War.’

“ Her Majesty, having taken into consideration the said representation, was pleased, by and with the advice of her Privy Council, to approve thereof.

“ And the Right Hon. Edward Cardwell, one of Her Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

“ EDMUND HARRISON.”

“ At the Court at Windsor, the 23rd day of June, 1870—Present, the Queen's Most Excellent Majesty in Council,

“ Whereas there was this day read at the Board a representation to the Lord President of the Council from the Right Hon. Edward Cardwell, one of Her Majesty's Principal Secretaries of State, dated the 21st day of June, 1870, in the words following, viz. :—

“ ‘ As by an Act passed in the present Session for making further provision relating to the management of certain departments of the War Office, it is enacted that one of Her Majesty's Principal Secretaries of State may from time to time appoint, and at his pleasure remove, an officer to be styled the Financial Secretary of the War Office, and that his duties in relation to the War Office shall be assigned to him by Order in Council, I have the honour to request that your Lordship will be pleased to submit, for the approval of Her Majesty in Council, that—subject to the approval of the Secretary of State for War, and to his responsibility for the administration of the Royal authority and prerogative in respect of the army,—the said Financial Secretary shall be charged—

“ ‘ With preparing the annual estimate for the pay of the army and reserve forces ; with collecting and incorporating into a general estimate for army services the estimates of the other departments of the War Office, and with financially reviewing the expenditure proposed in such estimates ;

“ ‘ With submitting for the instructions of the Secretary of State for War any proposed redistribution of the sums allotted to the different subdivisions of the votes for army services ;

“ ‘ With finally allowing all cash expenditure and recording the same under its proper head of service in the annual account for Parliament ; with issuing all warrants for the payment of moneys ; with making all imprests to accountants and others, and with seeing that accounts are duly rendered for the same ;

“ ‘ With advising the Secretary of State on all questions of pay, retired pay, and pensions for the army and reserve forces ;

“ ‘ And with the duty of rendering such other advice and assistance as may be required of him by the Secretary of State for War.’

“ Her Majesty, having taken into consideration the said representation, was pleased, by and with the advice of her Privy Council, to approve thereof.

“ And the Right Hon. Edward Cardwell, one of Her Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

“ EDMUND HARRISON.

“ War Office, June 24.”

THE FRENCH ARMY.

There was an exciting discussion in the French Legislative Body on June 30 on the Ministerial Bill for fixing the army contingent for 1870 at 90,000 men.

M. Latour opposed the reduction of the contingent which would thereby be effected, on account of the military organisation of Germany, and of the necessity for France to insist upon the observance of the Treaty of Prague. M. Garnier Pagès drew the conclusion that the French system was the most irksome for the people and the most costly to the country, and that the military expenditure of France exceeded that of Prussia and Austria put together. He advocated an obligatory service for two years on active duty and five years in the reserve, and the obligatory education of the soldiers. He quoted the words of M. Emile Ollivier during the debate on the Military Contingent Bill in 1868, calling upon the Minister to stand by his principles or to leave office.

M. Jules Favre said that the maintenance of the law of 1868 would weaken or ruin France. M. Thiers, he observed, should come to an understanding with his new clients respecting the position of France to the other States of Europe. M. Thiers repelled the supposition that he had become ministerial, and said “ We have not entire liberty, but some steps have been taken towards it. The two conditions of peace are—first, to be pacific ; secondly, to be strong. Prussia requires to be pacific, in order to attract the south of Germany. We need to be pacific in order not to give it her.” M. Thiers opposed those who say, “ Arm the nation,” and he adverted to the long duration of the American war through inexperience. After Sadowa it was impossible for France to dispense with her army.

M. Ollivier, replying to a question of M. Jules Favre, said—“ The Government has no uneasiness whatever. At no epoch was the peace of Europe more assured. Irritating questions nowhere exist. The European Cabinets understand that treaties should be maintained. We have developed liberty to assure peace, and the accord between the nation and the Sovereign has achieved a French Sadowa—the plebiscitum.” M. Ollivier added that the Government had no diplomatic documents to communicate to the Chamber. (Here M. Pelletan exclaimed, “ We demand notes, not impertinences !”) M. Ollivier rejoined, “ The country will judge.” M. de Keratry reproached M. Ollivier for using the expression, “ a French Sadowa.” M. Ollivier replied that he attached no meaning of victory or defeat to that expression. The plebiscitum had given the same strength to French policy as Sadowa had to Prussia. The Minister of Justice continued—“ We have no documents to communicate, because no question since the 2nd of January had reached a point to enable us to communicate papers. The question of the Council is the only one terminated, but the publication of documents relating thereto would be premature.” M. Ollivier repelled the insinuation of M. Jules Favre, that the will of the Emperor annulled the Ministry. On the contrary, no Sovereign more loyally followed the parliamentary system. M. Jules Favre rejoined, “ If all this be true, why not disarm ? (Great tumult followed, and it was impossible for M. Favre to continue.)

WHERE I HAVE DINED.

XI.—AT MESS.

Most men will agree that some of the pleasantest and dullest dinners of their lives have been eaten at mess. You delight in mess dinners as a lad, your pleasure in them tones down as life goes on, and in middle age they are very apt to bore. The days in which you revelled in “ Charles O'Malley” and “ Harry Lorrequer” are past ; you have learned that much of what you then ambitioned is vanity and vexation of spirit and a bitter weariness of the flesh—that the most dashing military society is apt to revolve somewhat monotonously on its axis, that the lapse of years, stoppage of promotion, scientific culture, and a searching examination, all leave it much as it used to be, and that in the end there is infinitely more variety and sparkle in civilian circles, as the stone shines the most that is cut in facets. In these days of non-intervention you are seldom likely to find yourself seated at those exciting military banquets in Peninsular olive groves, where the stolen pork is sweetened by a preceding week or two of half rations, and washed down by venerable Xeres ravished from the cellars of the neighbouring convent ; when the neighbouring batteries furnish the appropriate military music, and when you may have at any moment a volley of musket balls or a dash of light cavalry, *à la surprise*, as very much of a *hors d'œuvre*. If you have to leave the stereotyped mess-room, with its four bare walls and simple furniture, it is to feed prosaically on salt beef and warm water, provided regularly, thanks to admirable commissariat arrangements [redacted]

[redacted] over, the standard B[redacted] Nor, except for the sake of their hospita[redacted] need travelling Britons have any [redacted] system altered. They are pretty su[redacted] privilege and grumble when made ho[redacted] the mess for any length of time, to wo[redacted] deuce their case-hardened hosts stand it [redacted] look out for signs of delirium tremens among [redacted] subs, and set down to liver each symptom of though[redacted]fulness among the seniors. But to mere birds of passage nothing can be more delightful than to break even the pleasantest spells of travel by perching for an evening on genuine English soil. There is even a melancholy satisfaction—although a little of it goes a long way, and you are not sorry to resign it for a billet in barracks—in the sanded floors and tap-room accommodation of the pot-houses that do duty for hotels in Mediterranean garrisons. Then what heaven it is to repose yourself on a bed of English roseleaves among English luxuries after wearing physical suffering ! The glowing cliffs of Valetta are positively good for sore eyes after a ride through the deserts of the regency of Tunis, and a run over chopping Mediterranean seas in a felucca redolent of bilge-water and garlic. After a course of Spanish ventas and ventorillas, where your early meal is followed by premature eclipse owing to the scarcity of wax and mutton fat, there is no ordinary charm in a round of dinners on the Rock, with their consecutive whist-parties. And independently of political considerations, we have always regarded the cession of the Ionian Islands as an intolerble grievance, pressing much more hardly on innocent tourists than the ungrateful islanders. As the most rational argument for an honest observance of Lent is the zest it gives to the ensuing Easter, so no one can be said to have thoroughly appreciated a mess-dinner who has not preluded with a course of Greek cookery culminating in an Ulysses-like voyage in a Greek steamer. After grease, filth, cockroaches, rancid tobacco, odoriferous and vociferous patriots, and hermetically sealed cabins, to scale the airy heights of Cephalonia, Corfu, or Zante, to breezy ante-rooms, their windows commanding matchless prospects, their tables loaded with files of the latest newspapers ; to pass into spacious mess-rooms cheery with English speech and clean-scoured English faces ; to sit down once again to Christian soup, to napkins, and English-cooked joints, followed by English cheese, biscuits, and pale ale ; to be transported to the sudden enjoyment of all you have been accustomed to associate with home and luxury, is an oasis in the memory of the most thoroughgoing cosmopolitan.

The converse of the medal is turned most frequently to those who have the most unbroken opportunities of observing it. It is the man who has mistaken the profession he is chained to, to whom military rations become most unpalatable. Why he ever went into the army heaven only knows ! He caught a boyish attack of scarlatina—an epidemic very prevalent with either sex at a certain age. He took a fancy to a military career ; not so much in any idea of passing a life of glory in a blaze of rockets, or being turned out in clover in his declining years in a Blenheim or a Strathfieldsaye, and sleeping peacefully at last in the shades of Westminster. He ideal was closer to his range of vision—the shooting-coated and billycocked warriors who, with nothing to do and plenty of time to do it, patrolled the pavements of his county town, only catching passing glimpses of those distinguished characters in public, he little dreamed of the hours of *ennui* where a succession of ghastly nightmares was born of empty brains and empty pockets. His parents, who ought to have known better, who should have been aware that our modern policy had made a naval auxiliary force of our standing army and placed it much on the footing of the marines, gratified his whim. Born with no means and nearly as moderate expectations, he is sent to a tutor's, to Sandhurst, and at considerable expense and trouble purchases the right of transferring his liberty to the Crown and vegetating for life on a scanty annuity most dearly bought. At first, if Borer is a good fellow, it is all very well. He finds congenial society—what with tennis, racquets, billiards, cricket, boating, some shooting in the neighbourhood from time to time, he gets along very pleasantly ; at the worst his splendid *physique* supplies him three times a day with the pleasure of satisfying the magnificent appetite he gets up by beating the pavements between times. But soon Borer begins to suspect that life is not all beer and skittles with a dash of pipeclay. His duties, although not very arduous, are regular, and chain him down to a spot ; nor do his limited private means give him fair-play in the way of dissipation. He improves himself steadily in the art of economically killing time, but withal his fits of the blue devils become longer and darker. He tries reading in despair ; that is to say, he aspires above three-volume novels and the daily papers, and takes to borrowing standard works from the chaplain or the garrison library. But no sooner has he settled himself, Macaulay in hand, in his camp-chair, with its back lowered away to a comfortable angle, than a thump comes to the door, and enter Boxer, a short clay in his mouth, a pewter in his hand, a pair of vermin terriers at his heels ; Borer's liver coloured retriever rouses himself with a growl, there is a battle royal, Brown, Jones, and Robinson come bolting down the corridor to see the fun, and, like Francesco da Rimini, that day Borer reads no more. On frequent repetition of similar experiences he resigns himself. Moreover, one must have a strong inborn thirst for literature to read for the sheer love of knowledge. It is heartless work garnering stores destined to be consumed by moth and rust. The result is, that Borer altogether dismisses the idea of an object in life, and lives on from hand to mouth, devoutly subscribing to the doctrine that the evil of each day is amply sufficient for it, boring himself and every one else. Take a variety of Borers of different ages and standing, and you have the necessary elements of most messes, while they are eked out by a multitude of men who never cared even to attempt the efforts in which Borer broke down. The colonel, with money and interest, rose comparatively quickly, married young, and only shows periodically on great occasions. The junior major joined just before the Crimean war, got his company in two years and a half, espoused his muffin in Quebec, and the two thoroughly enjoy regimental life and garrison society. But of course he is absent from dinner too. The senior major and captains are crystallized Borers, the more disgusted with the stagnation of piping times of peace that they had tolerable luck while more death vacancies were going. They talk a good deal of shop for obvious reasons. Their profession and careers give them a great deal to grumble at. The colonel's interest with the Horse Guards banishes them to Tipperary, to the neighbourhood of his Irish property. There are rumours of an ukase from Whitehall, docking a couple of inches from their ungraceful tunics, and it is certain a new and hideous regulation shako is impending over their heads. Mr. Cardwell has abolished depôt battalions, and outraged their *esprit de corps* by imposing on them the youngsters of the 150th, now being decimated at Hongkong ; but if they don't talk shop, they talk sport or local scandal, and it is not easy to say which of them the stranger finds the duller. If you want the state of the odds, or the latest from the touts, you can have them at first-hand in the sporting journals, and you care still less to hear that Mrs. Vixen gave Jones a piece of her mind about his attentions to her lovely daughter, or about that pretty girl in ringlets who has just appeared at the buffet at the railway station. If there were much conversation going the presence of the band after dinner on quiet nights would be fatal to it. There is a place for everything, and the introduction of music at banquets is a barbarous relic of the dark ages, a confession that your pleasures are sensuous not sensible, gluttonous not intellectual. There is little to choose between a band crashing away in an ante-room, the brass drowning the wood, and a half-dozen of bagpipes circling the dinner-tables of a Highland mess, making the rafters shriek and shake to their hideous discord. Then you have the regimental jokes which come on the table as regularly as the regimental plate, wear quite as well, and seem to get brighter by use. Your hosts have the advantage of laughing at them from force of habit, but you find all your politeness and histrionic powers inadequate to getting up a chuckle. We must say, then, that pleasant parties at mess are the exception, and the reason is obvious. Boredom and marriage are always thinning away the most original and energetic men. With the scientific corps it is better. The probability is the men in them like the profession for its own sake, and take naturally to cultivating their minds as increasing their chances of success in it. Gunners and Sappers have more subjects in common with the outer world, and it is a thousand pities the latter have no messes in the provinces. The Household Cavalry is another exception : their interests lie outside the barrack gates ; their talk is that of any other London men, and the constant flow through their ranks keeps them from stagnating. And there are few pleasanter dinners anywhere in the world than that of the Guard at St. James's, where your hosts are either men of the world or learning to be, where the contingent of Life Guards from Whitehall, half guests, half at home, takes off the stiffness of a family party ; where the viands are unexceptionable, where the cellar is not kept in readiness to limber up at a moment's notice, and where you can enjoy your peaceful cigar on the house-tops, the sense of seclusion heightened by the dull hum of the adjacent streets.—*Pall Mall Gazette.*

FALLING IN LOVE.

(*Saturday Review*, July 2.)

After all, if we could only let it alone, what fun “ falling in love” might be ! On the whole it is the cheapest and readiest way in which one can get happiness out of life. We don't say this from any feeling of cynicism, but simply because the summer days bring home to us how much money and time and trouble happiness generally costs. Fifty pounds is no great matter for a run up the Matterhorn, a lounge in a gondola, or a peep at Vesuvius in the lazzaroni. But still it is fifty pounds. We agree that our holiday is worth the money, but the money has to be paid, and the consciousness of this throws a gentle haze over the glories of the lagoon or the azure splendour of the Bay of Naples. And then there is the time to [redacted] to death on Lady [redacted]'s stairs that the blue eyes and the golden [redacted] down on us. It was when we were bothered [redacted] shares in the Bundelcund Bank that we [redacted] that peerless brow. It was in battle with [redacted]ed-chaunter at the last assize that, be[redacted] bewigged as we were, we bent before the [redacted] that little finger. There are times, no [redacted] when life seems a mere rut, a groove of necessity [redacted] and thought run on under inevitable con[redacted] mere colourless waste of law and order [redacted]ich one wanders hungering and thirsting. [redacted] then there are moments when the palm-tuft soar suddenly before one, and the plash of waters falls in an instant on the ear. The special charm of falling in love is that nobody can tell when the oasis is likely to come. Something of the zest of the gaming-table, something of the faith of Mr. Micawber in events which “ turn up,” wakes in the heart of the soberest and greyest of men when they get down from their camels and stretch themselves in the cool and pleasant shade. A sense of the freshness, the variety, the range of human life opens up for us in the hour of falling in love. It is delightful to fling our absolute defiance at probability and good sense in a world which bows servilely before good sense and probability. It is irresistibly charming to resolve life into a game of pitch and toss. Half the pleasure of our little encampment by the cool waters lies in its absolute unreasonableness. Around us lies a world in which people give an account of their actions. But nobody expects us to give an account of ours. Nobody calls even on the most logical of lovers to sum up the causes of his falling in love. We revel in the Puckish contradiction which each moment gives to all theories and reasonings and anticipations. The man who likes chatty women finds his doom in a girl who never opens her lips ; the cynic who hates bread and butter trembles before a miss in her teens ; the prim young neophyte of the parsonage worships the horsiest of Dianas. No doubt there is a method in all this madness, and a philosopher yet to come will rescue this bit of outlying existence from the realm of caprice. But as yet nobody has brought love within the calculation of chances. It is just as impossible as it was in the days of our forefathers to predict whom we shall fall in love with. It is still as difficult as it ever was to decide who is likely to fall in love with us. The only result which comes of meditation on the subject is a sort of conviction that under certain perfectly inexplicable conditions it is possible for anybody to fall in love with anybody else.

No doubt this is sheer treason against the conventional theory on the subject. The *Family Herald* still calls upon us week after week to worship the golden calves of Darby and Joan which Mr. Coventry Patmore has set up, and the call still retains its power at least over “ the deeper heart of humanity.” All our protests against calf-worship would never rob it of a single votary among the lowest of the people. The code of poet and novelist is observed with a touching obedience in the kitchen. When the “ young man” of life below stairs falls in love with his “ young woman,” falling in love means walking together, and walking together means marrying. Constancy, in spite of Coleridge's dictum, lives in realms below. The tameness, the monotony, the uniformity of such a passion harmonizes well enough with the tone of the servants' hall. But we venture to demur when a chorus of poets and sentimentalists call on us to bow down before the mumbo-jumbo of the kitchen. Their preaching is simply untrue to our experience. No doubt Heine's “ Palm Tree” is the most charming of poems, and “ Elective Affinities” is not quite the dullest of novels, but as a matter of fact the pining souls whom we meet are commonly young things over thirty, and fate and destiny resolve themselves in the bulk of cases into a rencontre in a ball-room or a chat on a rainy afternoon. There is no harm in giving big names to such little matters, but there is great harm in the sentimental Pharisaism which the theory of poets and spinsters involves. If Darby and Joan are the orthodox ideals of human affection, then nine-tenths of the human race as they really exist must be doomed as heretical. For one human being who loves with this “ concentrated energy” there are a dozen who are rovers in love as in croquet. For one who loves “ once for ever,” there are a hundred who are for ever tumbling into love and tumbling out of it. The infinite variety of human tempers laughs at these big, pretentious generalizations, but they do their work nevertheless. Just as marriage under the able management of the British mother begets social hypocrisy, so love-making with the aid of Messieurs Tupper and Tennyson begets the hypocrisy of the affections. How difficult to find oneself in the ruined tower among the chicken-bones of the picnic without looking for the statue of the armed knight and one's own Genevieve ! How impossible to listen to the far-off chimes from the cathedral tower as we drive home from the county ball in the summer dawn, without uttering the “ three little words” that made the Gardener's Daughter so supremely comfortable ! And yet Genevieve is but a hoydon, and the picnic a picnic ; and the gay little squeeze of three fingers in a cloak-room is no such great matter after all.

Life is infinitely too delightful a thing to allow all its freshness and gaiety to be washed out of it by a flood of romantic and monotonous twaddle. Let poets sing as they will, every summer will bring its “ free love” back again. It is only in the sunshine that one can really fall in love. Winter and the fireside and the necessity of conversation give lovemaking a serious, practical air, which robs it of all joy and geniality. The sunshine pours around it its own bright, indistinct, vivifying haze. Sport with Amaryllis in the shade, and the sport ends with proposals and calculations of the prosaic order ; but pure poetry broods over that nest in the deep fern where the sun-gleam glances from tress after tress as one toys with the tangles of Neæra's hair. It is difficult to be at once serious and hot. With the thermometer at 70 it is physically impossible to be impassioned or to lavish vows of an ardent affection. “ For ever and for ever” loses any absurd definiteness. What is really possible is to lie in a sunny blissfulness and to break one's Nirvana of enjoyment now and then by a whisper of delight. Then “ to enjoy is all the art we know.” Old things have passed away—the governor's growl over our Oxbridge bills, mamma's lecture over that waltz with young Prodigal—and all things have become new. It is amazing to think that we were bored by old Twaddle at breakfast. It is hard to believe that one will be bored again by him at dinner. Here in the fern-leaves, with the sun overhead and Neæra half dozing over *Lothair*, boredom seems impossible. It is this transformation of life, this banishment of its ugliness and its bother, which gives such a zest to falling in love. Love is simply vulgarized when it stoops to entangle itself with puzzles about papa's consent and problems about butchers' bills. Its true life is the life of pure fancy. One knows that to assert Neæra's red hair to be “ golden” is an absolute defiance of fact ; but then half the charm of love-making lies in the defiance of fact. One knows amid all one's protestations of constancy that Clarissa's golden hair will be red to-morrow, but in the sunshine there is no to-morrow. It is the height of human enjoyment to get rid of the trammels of fact and time, to assert the impossible, to believe the incredible. For love is perfectly insolent in the challenge it hurls at common sense. Major Pendennis wonders how the boy can love a woman old enough to be his mother ; but Arthur flings himself just as ardently at Miss Costigan's feet. What are her years to him ? She is ever young, ever fair. Is it possible to see crow's-feet round eyes at which one gazes with the ardour of a first affection ? She is as old as one's elder sister, and one's elder sister is an old maid, but she—she is Phyllis, and age flies from her. She is the standing exception to arithmetic and the calendar. When the inevitable break comes, what tears we shed over that match which we have so elaborately planned ! It is true that Phyllis is over thirty, and no planning can bring the match nearer than five or six years ; but we have all the sublime satisfaction of flinging ourselves into our pocket-handkerchief, and sobbing our heart out. Only let us sob in the sunshine. It is the sunshine that gives sweetness to our tears, as it gives an Arcadian innocence to the Platonic friendship we swear to the pretty hand on whose fingers lies a marriage ring. One does not want social facts to disappear, but sunshine throws a charming haze around them. The ring is present, but it ceases to be oppressive. One is free to sentimentalize on the happiness that might have been, and to sketch lightly the perfect blankness of the life that is ; but it is too hot to push the thesis beyond the realm of sentiment. It is in remaining within the limits of that realm that we can alone taste the bliss of “ falling in love.” People of a soberer, practical sort can walk into love as sensibly and unpoetically as they can walk out of it. People of an ardent, impassioned sort can fling themselves into ecstacies that pass our understanding. But to fall in love without prose and without ecstacy, to get all the beauty and grace and variety of affection out of life without passion, and without boredom, and without entanglement, is an art reserved for golden spirits who know the virtue of moderation, and “ how to let it alone.”

PROFESSOR GOLDWIN SMITH AND MR. DISRAELI.

Professor Goldwin Smith has addressed the following letter to the *Cornell Era* :—

Sir,—I have sent for publication elsewhere a letter which I have addressed to Mr. Disraeli, respecting a passage affecting my character in his “ Lothair.” If I were in my own country, I should not think it necessary to say anything more. But as I am a stranger here, I will, with your permission, address a few words of further explanation to the colleagues and friends on whose good opinion and confidence my usefulness and happiness in this country must depend. Mr. Disraeli has been foiled as such tacticians always will be foiled, in spite of their most laborious artifices, in any country where any vestige of moral force remains. He is angry, and he pours out his anger on all who were in any way instrumental in his defeat. Probably it was to give vent to his feelings, as much as to raise the “ No Popery” cry on which he hopes to ride [redacted] power, that he wrote [redacted] Tories had an orga[redacted] was countenanced, if the party organs spoke the truth, by Mr. Disraeli, for the purpose of enlisting young men in the party. But I always discountenanced any movement of the kind on the Liberal side. I always held it an unmanly and unchivalrous thing to entangle a young man in party trammels, when he could not have had a fair opportunity of forming his opinions and deciding for himself. I always said and acted on the conviction that it was better for the Liberal cause itself that a man should be a Tory of his own making than a Liberal of mine. If, therefore, humanity has found its way through the barriers of caste and privilege to the heart of any young English nobleman, on general influences, not on my intrigues, must rest the blame. If I have any schemes in America, I believe it will be allowed that they have been pretty well concealed. My tenure of the fellowship which connected me with the University of Oxford was, by the rules of my college, at an end. Death had terminated my domestic duties. The political controversies in which I had happened to be engaged—that relating to the American conflict and that relating to the Reform of Parliament—had been settled. The victory of the Liberals in the general election was assured. I could not have afforded a seat in Parliament if I had desired it ; and I did not want to pass my days in political agitation. My powers of work were the worse for wear, but still I felt that I had work left in me. I determined to carry into effect a plan which I had formed long before, but the execution of which had been suspended by academical and domestic duty, of revisiting America ; and I was thinking of settling at Providence, where I should have had some special facilities for the study of New England history, when President White offered me a professorship in Cornell, and I accepted what seemed a congenial position connected with an object of special interest to one who in political life had been peculiarly allied with the working class. The place in which I have settled is scarcely one which a schemer would select. I frankly avow my social preference for American equality over English privilege and plutocracy ; but I hope I have never shown a want of loyalty to my native land. I did not hesitate when I thought she was traduced to incur in her defence the anger of the American public, on whose favour my schemes, if I had any, would be based. Any attentions which I paid to Americans visiting Oxford were the natural return for the hospitality which I had experienced here ; no generous or candid mind would have put any other construction on them. I trust this is the last occasion on which my literary life at Ithaca and the quiet performance of my duty to the University will be disturbed by any recurrence of the political controversies which I have so gladly left behind.—Yours faithfully, GOLDWIN SMITH.—June 3.

ALLEGED INTOLERANCE OF THE BRAHMO SOMAJ.

TO THE EDITOR OF THE “ SPECTATOR.”

Sir,—The *Times* of June 13 contained an account of a recent case before the Calcutta High Court, arising out of a conversion, in which the writer stated that a widow girl, Gunesh Soondery Dabee, “ a relation” of Baboo Keshub Chunder Sen's, had “ excited the animosity of the whole class of Brahmos by being baptized by the Church missionaries.” A letter in the *Record* of June 6 had made similar statements, adding that the girl's relations were “ leading Brahmos,” and both these writers commented on the inconsistency of Baboo Keshub's professions with the intolerant practice of the Somaj, the *Times* even saying that “ the most liberal missionaries declare that they find the Brahmos their most bitter opponents.” As these statements are being widely circulated here, may I request space to correct them on the authority of those concerned ?

1. Baboo K. C. Sen writes to me—“ It is not true, as has been alleged, that the girl is a near relative of mine. She is of the same caste (Vaidya), and may be a distant connection of our family. But I never knew her, and never heard of her before the event in question happened. She was *not* a member of the Brahmo Somaj before her conversion to Christianity,” but “ was a Hindoo.” Baboo K. C. Sen's brother, Baboo Krishna B. Sen, writes to the Calcutta *Daily Examiner* to make precisely similar statements. The *Indian Mirror*, the organ of the Brahmo Somaj Mission, also contradicts the report “ that the girl was in any way connected with the Brahmo Somaj,” and doubts her family relationship to its leader,—and to the insinuation made by the missionaries, “ that the Brahmo Somaj had had some connection with the action taken by the plaintiffs” for the recovery of the girl, the *Mirror* replies, “ to this statement we are authorized to give an unqualified contradiction.” Baboo Keshub, also referring to the charge “ that the Brahmos persecuted the girl,” writes to me, “ This is simply untrue, and morally impossible. One or two individual Brahmos perhaps supported the case, as friends and relations of the mother of the girl,—not as Brahmos. One of them was a cousin of mine [Norendronath Sen], who was engaged as attorney for the prosecution.” It is probable that this circumstance, combined with the fact that the girl's family name was also Sen, gave rise to the idea that Baboo Keshub's “ relations and confraternity” were persecuting her.

2. But the further question arises,—supposing that a few Brahmos did interest themselves in the case, why were they arrayed against Christian missionaries, unless from a bigoted repugnance to a native's conversion ? Because this appeared to be a case, not of independent adult convictions, but of a young girl eloping from home under the clandestine persuasion of a Zenana teacher. Her actual age was not proved one way or the other ; her mother said she was fourteen, while she herself claimed to be over sixteen (the usual age of Hindoo majority), and the judge believed himself to be bound in law to accept the latter statement as made by the missionaries in return to the writ of Habeas Corpus. Upon this narrow technical point the decision turned ; but the judge gave the following unfavourable estimate of the girl's state of mind as the result of his private examination of her :—“ I could not help coming to the conclusion that the young lady is exceedingly ignorant and very ill informed upon that particular subject which she says has engaged her attention, and which has been the particular purpose of instruction for the last two years. It appears to me from that short interview that she does not possess a single tangible idea which can be called correct. Her ignorance of the one sacred Book is in itself simply marvellous, and I am not blind to the danger which exists when a girl so young, so ignorant, and so inexperienced, leaves the society of those amongst whom she has lived all her life and goes to live in the society of those strangers whose names even she does not know.” The Rev. Mr. Vaughan, who examined her previous to baptism, writes to the *Indian Mirror*, saying that she was too frightened to give a clear account to the judge of what she knew. On these points it is impossible to form a decision at a distance ; but it is noteworthy that the course taken by the missionaries in this affair has been condemned by nearly all the Calcutta Press, and that Christian public opinion is increasingly setting against these conflicts with heathen parents for the bodily possession of juvenile converts.

3. Of course Baboo Keshub frankly states his disapproval of this “ barrack system,” as it is called. But in opposing it, he does not feel that he is opposing the missionaries, but only some of their modes of conversion. That body for whom alone he is at all responsible, the “ progressive Brahmos,” are not, he says, enemies of Christianity. All the leading men among them honour Christ, and cannot, therefore, hate or persecute His servants. Trusting that these explanations may remove some of the misconceptions that are abroad,—I am, Sir, &c.,

S. D. COLLET.

[Everybody, the Judge included, who touches this case seems to miss the real point,—namely, the right of free people to go their own way. The woman had a right to go where she liked, the family had a right to persuade her to go where they liked, and so had the missionaries. Nobody broke the law, and the woman's ignorance had nothing to do with her inherent right to do as she pleased.—Ed. *Spectator*.]

ABDICATION OF QUEEN ISABELLA.

The following is the full text of the manifesto of Queen Isabella on her abdication :—

“ Paris, June 28.

“ Spaniards,—My long reign has seen many sad and troubled periods—sad above all for me, because the glory of certain facts, and the progress realised while I ruled the destiny of our dear country, cannot make me forget that loving peace and the increase of the public good. I ever saw my deepest and most cherished feelings, my noblest aspirations, and my most earnest wishes for the prosperity of Spain, thwarted by acts independent of my will. As a child, thousands of heroes proclaimed my name, but the horrors of war surrounded my cradle. As a girl, I had no thought but to second proposals which appeared good and calculated to secure your happiness, but the heated strife of parties allowed no time for the law and for the love of prudent reforms to take root. At an age when reason is fortified by experience, the ungovernable passions of men whom I would not oppose at the cost of your blood, more precious to me than my own, have driven me to a foreign country far from the throne of my ancestors, to this friendly, hospitable, and illustrious land, but which is not my own country, nor that of my children.

“ Such, in brief, is the political history of 35 years, in which I have exercised the supreme representative power of the people committed to my charge by God's law, by personal right, and [redacted] forgotten [redacted] its future ; solicitous for [redacted]ness, integrity, and independence ; grateful for the support of those who were and are attached to me ; forgetting the affronts of those who do not know me or insult me—for myself I ask nothing, but I would obey the impulse of my heart and the loyal sentiment of the Spaniards by confiding to their honour and noble feeling the destiny of a traditional dynasty and heir of a hundred kings.”

Here follows the act of abdication transferring the Crown to the Prince under the title of Alfonso the Twelfth, Isabella preserving all civil rights, and the custody of Alfonso while living abroad, and until proclaimed King by the Government and Cortes representing the legitimate vote of the nation.

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[redacted]national Convention of 30th April 1862,
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[redacted]867.
[redacted]-up Capital £3,200,000
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On demand		1/10 3/8	,,
On Scotland		1/10 5/16	,,
Circular Notes payable throughout Europe		1/10 5/16	,,

No drafts at six months' sight are granted for sums under £50, and sums under £20 are only drawn for on demand.

INTERESTS.

On Deposits repayable on demand will be credited half-yearly (on 30th June and 31st December) at the rate of 2 per cent. per annum on the minimum monthly balance not exceeding Rs. 1,00,000 upon all accounts the balances of which have not during the six months fallen below Rs. 1,000. When such has been the case, no interest will be allowed.

On Fixed Deposits subject to 3 months' Notice of withdrawal			3 per cent. per ann.
Do.	6	do.	4 ,,
Do.	12	do.	5 ,,

The Bank takes charge of Government Paper and other Securities for constituents without charge.

All Drafts or Hoondies forwarded for realisation should be made payable to the Agra Bank (Limited), or order.

Hours of business, 10 to 3 ; Saturday, 10 to 1.

EDWARD MORRISS, Manager.

Bombay, 22nd July, 1870.

INSURANCES.

GUARDIAN FIRE & LIFE ASSURANCE COMPANY.—The undersigned are prepared to issue Policies against Fire on the usual terms.

SIR CHARLES FARBES & Co., Agents.

SUN FIRE OFFICE.—
ESTABLISHED 1710.

POLICIES opened on WAREHOUSES and SHOPS, MERCHANDISE, DWELLINGS, HOUSEHOLD FURNITURE, and other insurable property, in Bombay and the Mofussil, at current rates, by PEEL, CASSELS, & Co., Agents.

THE LIVERPOOL and LONDON and GLOBE INSURANCE COMPANY.

Policies of Insurance against Fire, upon Dwelling Houses and other Buildings in both the European and Native parts of the Island of Bombay, continue to be issued by the undersigned on behalf of the above Company.

The rate on Pucka-built Bungalows situated outside the Fort of Bombay, or in any part of the Bombay Presidency, is now reduced to (6) six annas per cent. per annum.

RITCHIE, STEUART & Co.

LONDON and ORIENTAL STEAM TRANSIT INSURANCE COMPANY.
Established 1843.

The undersigned is authorised to accept risks on Precious Stones and other valuables sent through the Post in Registered Letters to London, and on Cargoes by Steamers and first-class Sailing Vessels, at current rates of premium, to England and all Eastern Ports ; claims being payable at the option of the assured in India, China, or London, according to the established usage of Lloyd's.

Rampart Row. G. F. HENRY, Agent.

YANG-TZE INSURANCE ASSOCIATION OF SHANGHAI.

Policies granted on MARINE RISKS from Bombay to China and Japan at current rates.

In addition to the usual brokerage, the Secretaries of this Association, Messrs. Russell & Co., Shanghai, return to the assured TWENTY PER CENT OF ITS YEARLY PROFITS, divided PRO RATA to the net premium contributed.

FORBES & Co., Agents.

Bombay, 6th June 1870.

ROYAL INSURANCE COMPANY.—
Capital £2,000,000 sterling ; Funds in hand exceed £1,300,000.

Fire premiums for	1859	£228,314
Do.	1861	292,402
Do.	1863	341,668
Do.	1865	414,733
Do.	1867	460,553
Showing an increase over	1859 of	£232,239

Policies covering risks on Merchandise and Buildings in Bombay continue to be granted by the above Company through their Agents. Detached Bungalows and Household Furniture both in Bombay and in the Mofussil insured on very favourable terms.

LIFE BRANCH.

Life premiums for	1860	£73,150
Do.	1862	105,703
Do.	1864	152,159

The undersigned, under instructions from the Head Office, are prepared to receive Proposals for Life Assurance with the above Company from Residents in India, and will be happy to afford every information regarding Rates of Premium, Participation in Profits, &c., to intending applicants for Insurance.

CAMPBELL, MITCHELL & Co.,
Agents, Royal Insurance Company.

Bombay, 1st January 1869.

THE QUEEN INSURANCE COMPANY.
FIRE and LIFE.

HEAD OFFICE—Queen Insurance Buildings, Liverpool.

CAPITAL—£2,000,000 (Two Millions).

TRUSTEES.—Thomas Edwards Moss, Esq., Christopher Bushell, Esq., and Edward Heath, Esq.

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The rates of Premium for Fire and Life Insurances will be found as moderate as those of other First Class Offices. Policies are issued under the Life branch of this Company recently established in Bombay, on Civil lives, and Military lives in Civil employ.

For further information and particulars, and for prospectuses, &c., regarding Fire and Life Insurances, apply to

LAWRENCE & Co.,
Agents in Bombay.

Bombay, 1st Jan. 1868.

THE STANDARD LIFE ASSURANCE COMPANY.—Established 1825.
With which is now united
THE COLONIAL LIFE ASSURANCE COMPANY.

COLONIAL AND FOREIGN ASSURANCES.

An Amalgamation having been formed between the STANDARD LIFE ASSURANCE COMPANY and the COLONIAL LIFE ASSURANCE COMPANY, the business of the United Companies will henceforth be conducted under the title of

THE STANDARD LIFE ASSURANCE COMPANY.

THE ANNUAL REVENUE of the Standard Company is now upwards of £650,000, and the Accumulated Funds amount to upwards of £3,500,000 sterling. The New Business transacted during the past year amounted to the large sum of £1,375,000 sterling, the corresponding Premiums amounting to £45,337 per annum.

MODERATE RATES charged for residence in the Colonies, India, and other places abroad.

LOCAL BOARDS and AGENCIES in India and in all the British Colonies, where every facility will be afforded in the transaction of business, and where Premiums may be received and Claims paid.

Immediate reduction of Premium on return to Europe, or their temperate climate, without Medical Certificate.

PROFITS divided every five years.

The New Colonial and Foreign Prospectus may be had on application at the Chief Offices of the Company, or to the Agents at home or abroad.

WILL. THOS. THOMSON,
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D. CLUNIE GREGOR,
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The London, Asiatic, and American Company (Limited).

INSURANCES.

THE GUARDIAN FIRE and LIFE ASSURANCE COMPANY.—Established 1821.
Subscribed Capital, Two Millions.
11, Lombard Street, London, E.C.

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Agents in Bombay, SIR CHARLES FORBES & Co.

Bombay, 16th February 1869.

UNIVERSAL LIFE ASSURANCE SOCIETY.

Established in London and Calcutta 1834.

Confirmed by Special Act of Parliament, 6, William IV., Cap. 64.

Subscribed Capital	£ 500,000.
Paid-up Capital	£ 50,000.
Invested Capital and accumulated assets...	Rs. 84,37,750,

Of which Twenty-five Lakhs are invested in Indian Government Securities.

LONDON OFFICE—No. 1, King William Street.

BOMBAY BRANCH.

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and
C. Peile, Esq.

AGENTS.—Messrs. Forbes & Co.
MEDICAL REFEREE.—Dr. F. S. Stedman.
SOLICITORS—Messrs. Rimington, Hore, and Langley.

After the operation of upwards of 30 years, the Directors feel entitled, with great confidence, to invite the attention of the Public to the marked success which has attended this Society, and the strong claims it possesses to the confidence and support of all classes desirous of effecting Assurance on Lives.

Combining the advantages of a mutual and proprietary Company, and without attempting a rash competition with other offices, it has pursued a steady progressive course, affording all the benefits which, consistently with the Security to Assurers and Assured, can possibly be given.

The Tables of Rates for India have been accurately calculated from the Records of the late East India Company, and are as moderate as is consistent with perfect security.

The total number of Policies issued from the commencement of the Society to the end of the year 1868, was 9,542 assuring...	£8,650,615- 8-11
And the amount of claims paid during the same period was	£1,693,344-18- 6
The Assets of the Society in England and India on the 1st December 1868 were...	£843,755-15- 4

A reduction of 50 per cent. on the Premia of Policies entitled to participate in the profits was declared on the 12th May 1868.

So that the Annual Premium of an Individual insuring on the Profit Scale at the age of 30, in the sum of Rs. 10,000 would be, at the Civil rate	Rs. 480 0 0
And after 6 years he would be entitled to a reduction of 50 per cent. for Profit	,, 240 0 0
Net Annual Premium...	Rs. 240 0 0
Or at the reduced English rate...	Rs. 246 0 0
Less 50 per cent. as above...	,, 123 0 0
Net Annual Premium...	Rs. 123 0 0

No Society, Mutual or Proprietary, with rates of premium so low as those of the Universal, and retaining so ample a Reserve for its Liabilities, has been able to afford larger advantages than these to its Assured.

The Rates for short terms are as low as those of any other Assurance Companies. Medical referees are remunerated by the Society by a honorarium of Rs. 16.

SPECIAL ADVANTAGES TO THE ASSURED AFFORDED BY THE SOCIETY.

1st.—Perfect Security combined with the utmost Liberality and Economy in Rates of Premium.

2nd.—No Liability of Partnership.

3rd.—Lives below the Ordinary Standard of Health, or afflicted with Gout, Rupture, or other Ailment not immediately dangerous, may be assured at a moderate increase of the usual rate in proportion to the extra risk.

4th.—Assurances may be effected on Participation Scales, entitling to Profits ; and on non-Participating Scales, i. e., without Profits, at reduced Rates, for short periods or for the whole Term of Life.

5th.—Stamp Duty on all Policies paid by the Society, without charge to the Assured.

6th.—All Medical Fees, including those of the Medical Referee named by the Society, and of the Society's own Medical Examiner, are paid by the Society, except in cases of Assurances for a short term under Rs. 5,000 when the Medical Fees shall be paid by the Assured.

7th.—All claims paid within three months after satisfactory proof of Death, or earlier, under discount.

8th.—One Calendar Month, as days of Grace, allowed for payment of Premiums, and Claims Paid should Death occur within that period upon tender of the Premium within the days of Grace, or deduction of such Premium, with Interest, from the sum Assured, claimed upon Death.

9th.—Policies allowed to lapse, may be revived within three months of the Premium becoming due, on proof of good health, and payment of a small fine, and within six months, at the discretion of the Board.

10th.—Policies, upon which the Age has been admitted, indisputable, except on the ground of Fraud.

11th.—Policies on Lives in India for the whole Term of Life, which have been in force for the full period of three years, are purchased by the Society, or Loans granted thereon to the extent of two-thirds of their estimated value.

Written notices of Assignment of Policies received and registered by the Agents, such written notices to be served in Duplicate so that one copy may be transmitted for registration at the Chief Office in London.

FORBES & Co., Agents Bombay Branch.

SARSAPARILLA.

WILKINSON'S (late BRIDGE'S) ESSENCE OR FLUID EXTRACT OF RED JAMAICA SARSAPARILLA, prescribed by the Faculty for Purifying the Blood, Debility, Liver Complaints, and freeing the system from the effects of Mercury ; exclusively used in India and the Colonies as a prevention to Tropical Diseases.

“ Superior preparation that may always be relied upon.”—Sir Astley Cooper.

“ We are in every respect satisfied with it.”—Lancet.

“ We recommend your Sarsaparilla as the best.”—Medical Review.

Sold in ¼, ½, and pint bottles.

CAUTION.—Many spurious, worthless, and injurious preparations are offered to the Public ; see that both Bottle and Label have the Name and Addresses, also Trade Mark (W in a diamond).

QUINTESSENCE OF JAMAICA GINGER AND CAMOMILE.

WILKINSON'S preparation of Ginger and Camomile has long been deservedly known as an excellent domestic medicine. It is a most efficient Stomachic Tonic, and the best remedy for Flatulency and disorders arising from impaired digestion.

It is not affected by climate.

No European in India or Tropical Countries should be without

Sold in ¼, ½, and ¾ pint bottles.

AROMATIC TINCTURE OF QUINODINE.

For the prevention of Fever, Ague, and effects of Malaria.

An unfailing remedy.

It may be mentioned that those who, during the campaign in the Crimea, daily took a small quantity, passed entirely unharmed through the raking fire of Fever and Dysentery that thinned the ranks around them.

Sold in half and quarter-pint bottles.

Prepared only by Thos. Wilkinson, 270, Regent Street, London

BOMBAY :-

Wholesale and Retail Agents, Treacher & Co., Limited, (Medical Hall, Byculla, and Fort), Poonah.

And of all the principal Firms in India and the Colonies.

SALES BY AUCTION.

BENNETT and COMPANY,
No. 5, Forbes Street.

(If not previously disposed of.)

Messrs. Bennett and Co. are instructed to sell by public auction, at their rooms, on Saturday, the 30th instant, at 3 P.M., the entire property belonging to the Arkwright Cotton Mills, situated at Chowpatty or Gamdavey, near French Bridge.

Full particulars may be learnt from the Auctioneers.

N.B.—The Twist manufactured in the above Mills, always commanded higher rates than many of the Mills in Bombay.

AUCTION SALE of very valuable and handsome household furniture, argand chandeliers, first-rate engravings in maple and gilt frames, valuable clocks, a handsome English-built circular glass fronted brougham, by Thorn, with a powerful bay Australian horse, &c.

On Wednesday, the 3rd proximo, Messrs. Bennett and Co. are instructed to sell by public auction, at their rooms, the valuable and handsome household furniture, argand chandeliers, first-rate engravings in maple and gilt frames, clocks, brougham, horse, &c., lately the property of Cursondass Mahadewdass, Esq.

Full particulars will be given hereafter. No Catalogues, and the property on view, 5 days before the day of sale.

AUCTION SALE of LANDED PROPERTY, situate at Withulwady Street, Girgaum Breach Candy Road, and Cowasjee Patell's Tank Road.

Under instructions of Gunpatrow Chintoba, Executor of last Will and Testament of Succaram Sadasewsett, Messrs Bennett & Co. will sell by public auction on the premises, the undermentioned property on the days respectively hereunder mentioned, that is to say :—

On Wednesday, the 27th July 1870, at 4 P.M.

All that messuage, tenement, or dwelling-house, consisting of three stories, standing on fazendary ground, of which Ecknath Raghoba is the fazendar, situate on the northern side of Withulwady street, in the subdistrict of Bhooleshwur, in the city of Bombay, numbered 100 in the books of assessment of the Municipality of Bombay, and occupied formerly by Narotum Jairam, Mooljee Lakmedass and others, and now by the said Mooljee Lukhmedass and Nersey Vusunjee, and containing by admeasurement 278 8/9 square yards, be the same a little more or less, and bounded as follows, that is to say, on or towards the east by a passage common to the said premises and to the dwelling-house of Bhugwantrao Dinnanathjee, on or towards the west by a passage common to the said premises and to the house of the said Ecknath Raghoba, on or towards the north by the shed or stable of the said Ecknath Raghoba, and on or towards the south by the public road called Withulwady Road.

On Thursday, the 28th July 1870, at 4 P.M.

All that piece or parcel of land, with the messuage, tenement, or dwelling-house standing thereon, and three shops appertaining thereto, situate on the western side of Girgaum or Breach Candy Road, near the Washermen's Tank, in the district of Bhooleshwur, in the city of Bombay, numbered 5 in the books of assessment of the Municipality of Bombay, occupied formerly by Pragjee Rowjee, Succaram Sbravun and Dewjee Jevun, and now by Nanjee Pragjee and Gunnoo Narronsett and others, containing by admeasurement 205 3/9 square yards, be the same a little more or less, and bounded as follows, that is to say, on or towards the east by the public road called Girgaum or Breach Candy Road, on or towards the west by a house the property of the estate of the late Succaram Sadasewsett, on or towards the north by the chawl or range of the late Mahomed Abdoolla Kulvakur, and on or towards the south by the said chawl or range of the said late Mahomed Abdoolla Kulvakur.

On Friday, the 29th July 1870, at 4 P.M.

All that piece or parcel of land, with the messuage, tenement or dwelling-house standing thereon, situate on the southern side of Trinity Street, near the Washermen's Tank, in the subdistrict of Bhooleshwur, in the city of Bombay, numbered 38 in the books of assessment of the Municipality of Bombay, occupied formerly by Dusruth Moonsett and others and now by Succaram Bapsett and another, containing by admeasurement 107 square yards, be the same a little more or less, and bounded as follows, that is to say, on or towards the east partly by the chawl or range of the late Mahomed Abdoolla Kulvakur and partly by a house the property of the estate of the said Succaram Sadasewsett, on or towards the west by a passage common to the said premises and to a [illegible] belonging to Suddoo Balsett Bhundaree, on or towards the [illegible] by the public road called Trinity Street, and on or towards the south by a piece of vacant land the property of the said Mahomed Abdoolla Kulvakur.

On Monday, the 1st August 1870, at 4 [illegible]

All that piece or parcel of land, with the messuage, tenement or dwelling-house standing thereon, situate on [illegible]hern side of Cowasjee Patell's Tank Road in the sub-district of Bhooleshwur, in the city of Bombay, numbered 243 in [illegible] books of assessment of the Collector of Land Revenue of Bombay, and [illegible] formerly and at present by Bappoo Govind Sett, measuring 2,2[illegible]2 feet and 5 inches in breadth and 61 feet and 3 inches [illegible] length, be the same a little more or less, and bounded as follows, that is to say, on or towards the east and west by the house of Wishwanath Madhowsett, on or towards the south by [illegible] Tank road and on or towards the north by the public drain.

For further particulars and conditions of sale apply to the undersigned, at his office, No. 2, Forbes Street, in the Fort of Bombay.

G. S. JUDGE,
Attorney for Gunpatrow Chintoba, Executor of the Will of Succaram Sadasewsett, deceased.

BENNETT & Co.

Bombay, 25th July 1870.

Printed and Published for the Proprietor by HENRY SLYTH, at the “ Bombay Gazette” Steam Press, Meadow Street, Fort, Bombay.

AGENTS—LONDON, Mr. GEORGE STREET, 30 Cornhill, E. C. PARIS, Messrs. H. and W. GALIGNANI and Co., Publishers, Rue de Rivoli.—CALCUTTA, Messrs. THACKER, SPINK, and Co.—MADRAS, Messrs. PHAROAH and Co.

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THE PARSEE MEETING AND MR. K. R. CAMA'S LETTER.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—In last Sunday's *Native Opinion* you will have read a scurrilous paragraph against Mr. K. R. Cama, a gentleman whose deep research and learning not only does honour to himself, but redounds to the credit of his community. I beg, therefore, in the interests of truth, to show how unprovoked and unwarrantable is the attack thus made on Mr. Cama. The paragraph is evidently the production of a Parsee, and dictated by that party spirit which of late has prevailed amongst the Parsees. The unquestionable vulgarity of the language used is a sufficient proof of this paragraph being the product of a Parsee pen. It begins by informing us that "Sir Jamsetjee Jejeebhoy has lately come in for some of the amenities of Parsee journalism." This may be the fact, and what is more, the *Native Opinion* seems evidently to approve of it, for it takes no further notice of it. But in the next exquisite passage the writer concentrates all his powers, and calculating no doubt on annihilating Mr. Cama in one fell swoop, comes out with this choice bit of English—quite Addisonian—"that at the late meeting of his fellow-religionists he (*i. e.*, the chairman) happened to receive a letter from Mr. K. R. Cama, who, being a Zend and Pehlvi scholar, considers himself by some peculiar process of ratiocination entitled to take the Bombay Zoroastrian skittles under his protection." Now, sir, think you Addison could have acquitted himself better than the erudite writer of this splendid passage? I trow not. Sir Jamsetjee might congratulate himself on having a champion, who has surely more zeal than discretion—and more discretion than wit! I shouldn't, indeed, care to know whence this man picked up this "illigant" expression "skittles"—I should however like to know what he means by it. If he intends it to mean those fabulous Parsee prostitutes, who have been the cause of all the recent hubbub,—I consider it, and I am sure you and your readers will agree with me—that it is a gross and uncalled for reflection on the high principles and good intentions of Mr. Cama. But if it is not intended to bear any such meaning, then it only shows to what depths of vulgarity some men would descend to serve their party. Then this candid and elegant writer goes on to say that Mr. Cama's letter advocates a "*Laisser faire* policy." This is not the fact; you will judge of this for yourself by perusing the translation of this letter, which I subjoin. Now, sir, a word about this letter. Mr. Cama being very unwell, was unable to attend the meeting of the 3rd instant; he therefore addressed the letter to Sir J. J., the chairman of the meeting. The letter (as you will see) is an important one, and is written thoroughly to the point. Sir J. got it before the proceedings at the meeting commenced. Sir J. must have read the letter; must have foreseen the effect it might produce on *his* audience; and wisely for his purpose refrained from having it read out till all the proceedings were finished, the resolutions passed, and the meeting was on the point of dispersing. This may have been from oversight, or accident. But it seems very like an accident on purpose, and goes a good way to show the *mala fides* of the entire proceedings. Mr. Cama, on learing of this, naturally enough writes to the chairman for an explanation of this very questionable conduct. The *Native Opinion* takes umbrage at this; and describes this second letter as "most unbecoming and impertinent." Now, sir, I subjoin a translation of this letter also, and I trust you will publish it to show how respectfully it is worded, and how very *pertinent* it is. To this letter "Sir Jamsetjee," says this hybrid Sunday publication, "replies with much dignity to the effect that the letter was dealt with as appeared most advisable under the circumstances." Now Sir J.'s reply is in fact vastly dignified, but it does in no way explain why Mr. Cama's letter was not read to the meeting of the 3rd inst. till after all the proceedings had closed. Mr. Cama had every right to ask for an explanation, and could the worthy chairman have given a satisfactory explanation, he would have done so; but he could not well say "your letter was kept back, because we feared it might influence the assembly in a contrary direction to what we wished." This is the explanation, but the chairman could not give it; he therefore has recourse to his dignity and evasion. I send you a translated copy of this amiable epistle. The position which the chairman assumes, or rather which his partisans assume for him, is plainly indefensible, and the less his friends say about it the better. It was clearly the chairman's duty to have placed Mr. Cama's letter before the people assembled before they were called upon to assent to the resolutions passed at that meeting; but important as Mr. Cama's communication was, it was deliberately suppressed till its perusal was perfectly useless. But enough of this, though I fear I have already said too much to find space in your columns.

In conclusion, I may remark that the *Native Opinion* will do well for the future to abstain from intemperate language when it is short of arguments to support its opinions; mere vituperation is but poor argument, and vilifying one's opponents is not the best way to serve one's cause.—Yours, &c.,

19th July. CIVIS.

Translation of Mr. K. R. Cama's letter, addressed to the chairman of the recent Parsee meeting held at "Albless Bag."

Shet Sahib Sir Jamsetjee Jejeebhoy, Baronet.

SIR,—I regret my inability, owing to ill-health, to attend the meeting of Zoroastrians to be held this day at "Albless Bag" in compliance with the public notice published with your signature.

It is reported that on the object of this meeting various opinions are held by different people. I therefore beg permission to address this letter to you (presuming that you will be called to the chair of this meeting) containing a few of my views, and I hope you will be kind enough to read it before the assembly.

1st. It is very creditable to the Parsees that they are now inspired with zeal for the purpose of devising means whereby the Parsee prostitutes could be prevented following their avocation.

2nd. It is better at the outset so to dissuade these women from following their profession as that they may clearly see the errors of their ways and may feel inclined to return back to their straight course of life; for it is a better and more meritorious work to reclaim a sinner than to condemn him.

3rd. Some evidence has still been preserved to us in the *Avesta* of the various kinds of punishments and atonements that were prescribed in olden times for divers sins committed, and in this (evidence) I fail to observe any such punishments prescribed for the sins of prostitution as are hinted at by the petitioners, viz., the prevention of the sinner from entering religious places.

4th. Amongst the numerous punishments and atonements that are awarded for various sins, I fail to observe anywhere that of turning one out of religion for any of the sins (mentioned in the *Avesta*).

5th. If then these women are turned out of their religion in this hasty manner, the consequence will be that after death their bodies will not be permitted to be laid in the *dokhma* and no other way of disposing of their corpses will be left, save that of burying or burning them; and I doubt if any Zoroastrian with any knowledge of his religion can be ignorant of the fact, that not only are we interdicted from burying or burning (our bodies), but that we are moreover enjoined to prevent others doing so.

6th. Even those found guilty of the greater sins called "Tânafûr" had the privileges allowed them, after death, of mourning being observed and prayers said for them—just in the same way as was permitted on the death of a righteous person—and this proves that those guilty of the greatest offences were excluded from all the religious privileges belonging to the followers of Zoroaster.

7th. On these grounds, therefore, I humbly request that due deliberation will be used by this day's meeting before coming to any definite resolutions, and that the meeting will carefully refrain from using any words in their resolutions, directly or indirectly, to the effect that the Parsee prostitutes who have taken out licences under the C. D. Act are excluded from the Zoroastrian religion.

8th. If the meeting finds it necessary (instead of postponing) to come to a decided resolution to-day, I hope it will rest content with passing a resolution that these women be excluded from society and social intercourse, or some such other resolution.

I trust the meeting to be held to-day will kindly take the above few humble views into due consideration.—I am, sir, your humble servant,

K. R. CAMA.

Bombay, 3rd July.

Translation of letter No. 2 from K. R. Cama to Sir Jamsetjee Jejeebhoy.

To Shet Sahib Sir Jamsetjee Jejeebhoy, Bart., Chairman of the meeting of Zoroastrians held on Sunday last.

SIR,—A letter was sent by me to your address for the purpose of its being read before the meeting of last Sunday, and which was duly delivered to you by Shet [illegible]abhoy Framjee Kurraka before the business of the meeting commenced. I am, however, concerned to [illegible] from the reports printed in the newspapers, that the [illegible] ordered it to be read to the assembly after all [illegible] You, [illegible] were put to and passed. [illegible] at public [illegible] who are conversant with the rules observed [illegible] pose conten[illegible], must have been aware that the pur[illegible] ed by having [illegible] by that letter could only be attained and it seems then before any resolutions were passed, should have been [illegible] unaccountable why that letter ready given its votes. [illegible] till the meeting had already letter escaped your atten[illegible] it that the reading of the for some other purpose [illegible] or was it so kept back Please to inform me about [illegible]—I am, sir, your faithful servant [illegible] excuse this trouble.

Bombay, 5th July 1870. K. R. CAMA.

Translation of the reply from Sir J. J., ch[illegible] meeting, to Mr. K. R. Cama's letter [illegible] of the

To Bhai Sahib Khutshedjee Rustomjee Ca[illegible] setjee Jeejeebhoy sends greeting. To wit, I have [illegible] reply to your note of the 5th inst. only so much to [illegible] that with regard to the letter alluded to in your note, all was done that could be done by me under the circumstances. That is all.—Your servant, J. JEEJEEBHOY, sends greeting.

6th July 1870.

THE BOMBAY REVENUE SETTLEMENT.

RESOLUTION OF GOVERNMENT (DATED 21ST JULY 1870) ON THE REPORTS FROM THE REVENUE COMMISSIONERS, NORTHERN AND SOUTHERN DIVISIONS, ON THE SETTLEMENT OF THE LAND AND SAYER REVENUES OF THEIR RESPECTIVE DIVISIONS FOR THE YEAR 1868-69.

REVENUE SETTLEMENT WHEN AND BY WHOM MADE.

With the exception of the Havellee, Kheir, Jooneer and Indapoor talookas of the Poona collectorate, the settlements of all the collectorates in the Southern Division were generally completed by the end of March. The delay in the case of the talookas above named has been satisfactorily accounted for.

2. In the Northern Division an unnecessarily long delay is observable in the settlement of some of the talookas in Guzerat, especially those of the Kaira collectorate. While accepting Mr. Elliot's explanation as regards the delay in the settlements effected by him personally, His Excellency in Council does not consider the delay on the part of his assistants in settling the Jummabundy of their respective districts to have been unavoidable.

3. It is unnecessary to point out that such delays must interfere with the collection of the Government revenues, and His Excellency in Council desires that the two Revenue Commissioners will see that more prompt attention is paid to this duty in all the collectorates of their respective divisions.

4. With the exception of Sattara all the Collectors took part in settling the Jummabundy of their respective districts, as directed by Government, but not to the extent recently ordered by them. The omission on the part of the Collector of Sattara was owing to his absence on leave during the early part of the fair season.

SEASON AND STATE OF THE WEATHER.

5. The season was generally unfavourable in almost all the districts of the Northern Division, and also in those of the Southern Division, with the exception of Dharwar, Belgaum, and Canara. In parts of the Khandeish, Poona, and Ahmednuggur collectorates, the failure of rain was so great as to cause distress, and necessitate works of relief to alleviate the sufferings of the poor. In Ahmedabad and Kaira destructive floods occurred during the year, causing much suffering and damage, and large sums of money had to be advanced both from the Imperial Funds and private contributions, to enable the people to repair the injury done to their property.

GOVERNMENT AND ALIENATED VILLAGES AND HAMLETS.

6. The fluctuations in the number of Government and alienated villages and hamlets, with their causes, are explained in the Revenue Commissioners' report. They show a net increase of two villages and forty-two hamlets in the Northern Division, and of 216 hamlets in the Southern Division.

GOVERNMENT AND ALIENATED REVENUES.

7. The following table exhibits the financial results of the Revenue Settlements during the year under report, as contrasted with those of the preceding year:—

	Official Year 1868-69.	Official Year 1867-68.	Increase or Decrease in 1868-69, as compared with 1867-68.	
			Increase.	Decrease.
Gross Land Revenue	3,16,90,250	3,15,28,506	1,61,744	...
Deduct—Alienations and payments made out of the Land Revenue	59,81,885	60,30,386	...	48,501
	2,57,08,365	2,54,98,120	1,61,744	48,501
Net Increase			2,10,245	
Deduct—Remissions	4,12,717	3,05,241	1,07,476	...
Balance being net Government Revenue	2,52,95,648	2,51,92,879	1,02,769	...
Of which were collected during the year	2,51,96,275	2,51,33,995	62,280	...
Balance remained outstanding	99,373	58,884	40,489	...

8. The above contrast is favourable to the year under review, both in regard to the Government revenue and collections, though there has been an increase in the total remissions granted.

ALIENATIONS.

9. There has been a net decrease of Rs. 48,501 under this head during the year under review. The following table shows the extent of increase or decrease observable in each collectorate:—

Collectorate.	1868-69.	1867-68.	In 1868-69. Inc.	Dec.	Net Dec.
NORTHERN DIVISION					
Ahmedabad	4,63,326	4,62,926	400	...	
Kaira	8,12,515	8,00,545	11,970	...	
Surat	9,37,132	9,43,958	...	6,826	
Tanna	2,15,074	2,15,996	...	922	
Khandeish	4,09,165	4,24,718	...	15,556	
			12,370	23,306	10,936
SOUTHERN DIVISION					
Poona	4,16,302	4,31,019	...	14,717	
Ahmednuggur	5,06,489	5,24,699	...	18,210	
Kulladghee	3,63,397	3,65,201	...	1,804	
Rutnagherry	81,785	82,519	...	734	
Belgaum	5,35,971	5,37,589	...	1,618	
Dharwar	3,77,522	3,77,610	...	88	
Sattara	8,56,807	8,57,042	...	235	
Canara	6,407	6,569	...	162	
				37,565	37,565
Net Decrease	...	...	...	...	48,501

10. The large increase in the Kaira collectorate is attributed principally to the "Nooksan or nominal debit of assessment on account of alienated lands in the Punch Mahals having been for the first time brought to account." On reference to the report for 1867-68 for the Northern Division, it is observed that the same cause was assigned for the increase occurring in the alienations of this collectorate during that year. The two statements appear to be irreconcileable, and more explicit explanation on this point is requested.

11. The causes of the decrease in the other collectorates are explained by the Revenue Commissioners.

REALIZABLE REVENUE.

[A statement is here given presenting a contrast between the Government realizable revenue, remissions, and net revenue for collection, in each collectorate in the year under review and those in the preceding year.]

13. The following is a *resumé* of the principal causes affecting the variations in the realizable revenues of the different collectorates in the two divisions:—

Increase.

Ahmedabad.—Increased cultivation, the annual renewal of the Government rentals of the Mewassee villages, grant of leases in talookdaree villages, and increased proceeds from the sale of grass and dead trees.

Kaira.—Increased cultivation, and the levy of enhanced assessment in the Punch Mahals.

Surat.—Cultivation of waste lands, and increased assessment under the survey settlement.

Poona.—Lapse and transfer to Government of certain alienated villages and lands, and increased revenue from alienated villages under attachment.

Ahmednuggur.—Increased cultivation, enhanced forest receipts, and the lapse of certain alienated villages.

Rutnagherry.—Higher commutation rates, and the introduction of survey settlement into certain districts.

Canara.—Increased proceeds from the sale of wood cut from Government forests.

Decrease.

Tanna.—Deduction from the head of Government revenue of the amount of joodee or quit-rent on Wuttundars' hucks.

Khandeish.—Decreased cultivation, and the reduction of assessment on the introduction of survey rates into certain districts.

Kulladghee.—Decreased cultivation and smaller receipts on account of joodee on inam and wuttun lands.

Belgaum.—Smaller realizations from items of miscellaneous revenue, such as succession nuzzurana, &c.; decreased joodee receipts and smaller realizations from grass and other farms; also decreased cultivation.

Dharwar.—Decreased cultivation and diminished sale proceeds from grazing farms.

Sattara.—Decreased cultivation and smaller returns from the sale of Government grass and other farms.

REMISSIONS.

14. The remissions granted during the year amounted to Rs. 4,12,718, being more than those of the preceding year by Rs. 1,07,476. Of the total sum remitted Rs. 1,23,098 were foregone on account of failure of crops, and Rs. 1,42,983 on account of the difference between the old rates and the survey assessment.

15. With reference to the sum of Rs. 1,27,513 entered as nominal remissions in the Canara collectorate (*vide* statement appended to paragraph 29 of the Revenue Commissioner S. D.'s report), the attention of Colonel Anderson should be drawn to paragraph 15 of Government resolution No. 574, dated 12th February 1869, and paragraph 12 of the resolution of the 16th September following (No. 3,963), and he may be requested to favour Government with his early opinion on the point therein mooted.

REALIZATIONS AND BALANCES.

16. The net revenue for collection amounted during the year under review to Rs. 2,52,95,648. Of this Rs. 2,51,96,275 were collected, leaving, on the 1st of August 1869, a balance of Rs. 99,373 [which, contrasted with the amount outstanding on the 1st of August 1868, on account of the preceding year, shows a net increase of Rs. 40,489.]

17. It is satisfactory to find that the whole of the year's revenue in Belgaum and Dharwar has been collected, and that in Kulladghee there were only 21 rupees remaining to be collected on the 1st August 1869. Of the sum of Rs. 99,373 outstanding in the other collectorates on the 1st August 1869 on account of the current year, Rs. 72,810 were subsequently collected, and Rs. 646 written off, leaving at dates of the two Revenue Commissioner's reports, Rs. 25,914 to be collected and adjusted. Of this sum Rs. 7,485 belonging to Ahmedabad, Kaira, Surat and Rutnagherry, are reported to be disputed and doubtful, and Rs. 1,612 to be irrecoverable in Khandeish.

FORMER YEARS' BALANCES.

18. The balances on account of former years under the head of land revenue outstanding in each collectorate on the 1st August 1869, were as follows:—

Ahmedabad	Rs.	4,116	
Kaira	„	4,620	
Tanna	„	526	
Khandeish	„	2,480	
			11,742
Rutnagherry	Rs.	1,689	
Belgaum	„	164	
Canara	„	77	
			1,930
Grand Total	Rs.		13,672

19. In the Southern Division there are no outstanding balances on account of former years in the [illegible] Collectorates of Poona, Ahmednuggur, Kulladghee, the other and Sattara. Of the balance remaining in the other collectorates, Rs. 171 are reported to have been recovered [illegible] in the Rutnagherry collectorate since the close of the year, and the rest are in course of collection and adjustment.

20. In the Northern Division there are no balances on account of former years existing in the Surat collectorate. Of the aggregate amount outstanding in the other collectorates on the 1st August 1869, Rs. 2,773 have since been recovered in Kaira, and Rs. 78 written off as irrecoverable in Khandeish, leaving for collection and adjustment at dates of the Revenue Commissioners' report Rs. 8,890, in the following proportions in the different collectorates:—

Ahmedabad	Rs.	4,116
Kaira	„	1,847
Tanna	„	526
Khandeish	„	2,401
Total	Rs.	8,890

21. Of the above sum of Rs. 8,890, Rs. 3,951 in Ahmedabad, and Rs. 676 in Kaira, are reported to be doubtful and disputed. The Revenue Commissioner N. D. is requested to take steps for the adjustment and disposal of these and other balances at an early date.

TUGGAEE ADVANCES.

22. No tuggaee advances were required in any of the collectorates of the Southern Division during the year under review. An attempt was made to induce the Coonbee cultivators of Canara to adopt the more regular system of cultivation by the plough by granting them tuggaee, but without success, none of them having come forward to accept the offers.

23. In the Northern Division tuggaee advances to the extent of Rs. 630 and Rs. 5,990 were only required in the collectorates of Kaira and Khandeish. In the former they were granted to certain ryots of the Punch Mahals for the purchase of bullocks and seeds. In the latter, Rs. 4,500 were advanced to ryots, and Rs. 1,490 to Bheels.

24. No balance on account of former years exists in the Punch Mahals. In Khandeish the outstanding advances amounted to Rs. 54,773 at the close of the preceding year, including the uncollected advances granted during that year. Of this Rs. 12,636 are reported to have been recovered, and Rs. 38 written off, leaving for future recovery and adjustment the sum of Rs. 42,060. The whole of this is said to be recoverable.

CULTIVATION.

[Here is inserted a statement showing the extent of land under cultivation in each collectorate during the year under notice.]

26. Compared with the extent of cultivation during the preceding year, the figures in the foregoing table show an increase of 3,72,278 acres and a decrease of 3,41,720 beeghas in the Northern Division. This decrease is nominal, and is shown by the operation of the survey, whereby beeghas have been converted into acres. There is a decrease of 20,410 acres in the Southern Division.

SAYER REVENUES.

27. The realizable sayer revenues of the year amounted to Rs. 38,80,766 in the Northern, and Rs. 34,62,493 in the Southern Division, making a total of Rs. 73,43,259, and showing an increase of Rs. 1,62,500 in the former, and of Rs. 1,19,422 in the latter. The causes of this increase have been explained by the Revenue Commissioners, the principal among them being increased receipts from Forest revenues, the Income Tax and the Certificate Tax, and Stamps.

28. There have been no alienations from the sayer revenues in the Southern Division, neither were there any remissions granted in it under this head during the year under review.

29. In the Northern Division the alienations show a decrease to the extent of Rs. 629 as compared with the preceding year, owing principally to the transfer of an alienated village to Government.

30. Remissions were only granted in Tanna to the extent of Rs. 725, in consequence of poverty and the destruction of a liquor shop by fire.

31. The uncollected balances on account of current year amounted on the 1st August 1869 to Rs. 2,286 in the Northern, and Rs. 12,103 in the Southern Division. Subsequent recoveries have reduced the latter balance to Rs. 3,352, so that at dates of the Revenue Commissioners' reports the outstandings in the two divisions only amounted to Rs. 2,286 and Rs. 3,352 respectively, measures for the disposal of which are reported to be in progress.

32. Of the balances for former years outstanding in the collectorates of the Northern Division, Rs. 2,160 due in Khandeish are recoverable by instalments, and a civil suit is pending for the recovery of the balance in Surat amounting to Rs. 1,769.

33. In the Southern Division the balances of former years in Poona and Canara, aggregating to Rs. 2,833, are stated to be in course of collection. The unadjusted balance of Rs. 1,896 in Sattara is allowed to lie over for a period of six years by Government Resolution No. 2,077 of 7th June 1866.

PUBLIC WORKS REVENUE FROM IRRIGATION.

34. In accordance with Government Resolution No. 4,979, dated 16th November 1869, the Revenue Commissioner S.D. has inserted a paragraph, and added the necessary columns to Appendix No. II., accompanying his report, showing the Public Works revenue from irrigation during the year in the Southern Division. Mr. Rogers has omitted all notice of this subject, and his attention is requested to the omission.

35. The revenue from this source in the Southern Division amounted to Rs. 1,688, being Rs. 689 in Ahmednuggur, Rs. 119 in Kulladghee, and Rs. 880 in Sattara.

COST OF COLLECTION.

36. There has been an increase under this head of Rs. 30,086 in amount and of pies 8 in per-centage over the preceding year in the Southern Division, and a decrease of Rs. 1,33,696 in amount, and of annas 13 and pies 10 in the per-centage cost in the Northern Division.

37. The increase in the Southern Division is mainly due to the employment of a larger number of covenanted officers. The decrease in the Northern Division is attributable to the settlement of the allowances and payments to district hereditary officers, by which their services have been dispensed with, and their emoluments reduced.

38. The per-centage cost in both divisions is Rs. 12-3-9.

THE HATHMUTTEE CANAL.

Public Works Department, Bombay, 20th June 1870.

FROM Col. J. G. Fife, R.E., the Under-Secretary to the Government of Bombay, to the Secretary to the Government of India.

SIR,—I am desired by His Excellency the Governor in Council, to forward reports, plans, and estimates, as per margin, for the Hathmuttee Canal, in the Ahmedabad Collectorate.

2. The project, as recommended by the Chief Engineer for Irrigation, is to consist of a canal capable of carrying 450 cubic feet per second to a point 5½ miles from the head, where there is great facility for throwing off the variable part of the supply, which amounts to 250 cubic feet per second, for utilization on the Kharee river. Beyond that point the canal is to carry 200 feet per second. Its whole length will be 25 miles.

3. The following are the particulars as respects cost, &c.:—

Estimated cost, including 12 per cent. on outlay on works for establishment .... Rs. 5,81,075.

Area under command .... Acres 34,068.

Area annually irrigated, and revenue:—

	Acres.		Revenue.
Monsoon crop—rice	3,047	@ Rs. 6	Rs. 18,282
Rubbee crop	4,705	„ „ 5	„ 23,525
Perennial	3,584	„ „ 14	„ 50,176
			Rs. 91,983

Add:—

Approximate water rates on the Kharee .... „ 4,980

Rs. 96,963

Deducting from this amount, for the maintenance of the works, and for a ferry boat for communication across the river above the weir .... „ 15,764

The net revenue will become .... Rs. 81,199 or 14 per cent. on the outlay.

4. If the extra excavation on the first 5½ miles of the canal, for providing water for the Kharee, be omitted, as suggested by Colonel Anderson, and the small amount, Rs. 4,980, for the annual value of the water be excluded from the revenue, the cost of the works, and the return, will become as follows:—

Cost of works (see Chief Engineer's 96th para.) .... Rs. 5,18,801

Deduct:—

Cost of extra excavation in first 5½ miles (see Chief Engineer's memorandum No. 153, para. 2) .... „ 53,252

Rs. 4,65,549

Add:—

12 per cent. for cost of establishment during construction .... „ 55,865

Rs. 5,21,414

The revenue derived will be 91,983

And deducting cost of maintenance and ferry as before 15,764

The net revenue becomes .... Rs. 76,219 or 14·6 per cent. on the outlay.

5. The percentage in this case is a little higher than in the former one, but the revenue, and benefit to Government, and the people, are less. However, it will be so easy to increase the width of the 5½ miles of canal hereafter, that it really does not much signify which plan is adopted, especially as, under any circumstances, the Engineer would confine himself to forming the smallest channel practicable in the deep cutting in the first instance, to admit of the water being carried forward with the least possible delay.

6. Before submitting this project to the Government of India, His Excellency in Council considered it advisable to call for the opinion of Mr. Pedder, C. S., who was formerly Superintendent of Revenue Survey in Guzerat, and who made the settlements in the Prantuj talooka, which the canal will traverse. This officer's opinion will be found in the accompaniments to this letter, and I am to remark that it confirms the view expressed in the reports of the Revenue Officers, and Engineers, that the canal will prove a highly remunerative work, and most beneficial to the country.

7. His Excellency the Governor in Council considers that the project has been drawn up with great care, and is very creditable to Mr. Ferguson, the Executive Engineer. I am to add that the excavation of the canal was commenced, as a relief work, in the month of November last, but the enforcement of the rule, that a portion of the day's wages is to be paid in grain, has prevented ordinary labourers from coming to the work. The indigent alone have been employed, and the progress yet made has been small.

8. In conclusion I am to request the early sanction of the Government of India to the carrying out of the project, and to explain that it will be necessary to provide for the outlay upon it from Loan, as the smallness of the assignment for ordinary works places it quite out of the power of this Government to execute any but small, and comparatively, unimportant works from the latter source.

INJUNCTION AGAINST THE CARGO OF THE GREYHOUND.

A CASE under a plaint similar to that regarding the cargo of the Teresa was mentioned before Mr. Justice Green in the High Court on Saturday last. The same plaintiffs, the firm of Rajaram Govindram, claim from the owners and captain of the ship Greyhound and from Cursondass Madhowdass on account of 525 bales of cotton shipped by the plaintiffs for Cursondass and for which he got bills of lading signed by Captain Jackson, and thereon obtained advance of £6,000 from Messrs. Stearns, Hobart and Co. An interim injunction for the detention of the cargo has been granted, and Messrs. Stearns, Hobart and Co. have been made defendants in the suit.

On the case being called on Saturday afternoon for the defendants to show cause against the injunction,

The Advocate General and Mr. McCulloch, instructed by Messrs. Rimington, Hore and Langley, appeared for the plaintiffs; and Mr. Latham, instructed by Messrs. Acland, Prentis and Bishop, appeared for Messrs. Stearns, Hobart and Co. Neither the owners nor Cursondass Madhowdass were represented.

The Advocate General proved service of the rule on Captain Duffy on behalf of the owners, T. J. Harrison, Liverpool, and then moved the Court to make absolute the rule nisi.

Mr. Latham said he appeared to show cause against the rule on behalf of Messrs. Stearns, Hobart and Co., who had been let into this suit in the same way as Messrs. Jefferson, Campbell and Co. were let into the suit regarding a consignment by the Teresa. Mr. Mayhew was instructed on behalf of James Jackson, the late captain of the Greyhound, for Jackson's own interests, but he was engaged in the other division Court, and so would read the affidavit by Captain Jackson and state Mr. Mayhew's argument, though he did not mean to argue his case. In showing cause against this motion he did not purpose to go into all those points which were so fully argued a week ago and decided on by his Lordship, but there were certain facts which distinguished this case from that of the Teresa, and he would draw attention to these. The facts of the two cases might to a great extent be the same, but there was a difference between the circumstances that came to the knowledge of Stearns, Hobart and Co., and those within the knowledge of Jefferson, Campbell and Co. First, his Lordship would find that the facts of this case pointed strongly to the conclusion that there had been an out-and-out transfer of property from the plaintiffs to Cursondass Madhowdass at, or before, the time of shipment of the goods; and if that were so, he apprehended it would take the case entirely out of the bounds of his Lordship's late decision, which, he understood, proceeded on the fact that there was retention of property in the bills of lading. The other difference was that he thought the facts of this case pointed strongly to the conclusion that the plaintiffs had knowledge of the way in which Cursondass Madhowdass was dealing with bills of lading in question in this suit. He did not wish to use any such terms as "fraud" or "collusion," as he did not think that would strengthen his case, but he apprehended it would be quite sufficient to remove this case from the decision in the other case if he showed that the facts proved that the plaintiffs had such notice that they ought to have known in what manner Cursondass was dealing with these bills of lading. Before he read Mr. Lang's affidavit he would, as Mr. Mayhew had asked him, read the affidavit by James Jackson, and state Mr. Mayhew's contention thereon. It was quite unnecessary to read the plaint, as it was almost the same as that in the other case, the only difference, and it was an important one, being that the mate's receipts instead of being in the name of Cursondass or of the plaintiffs were all made out in a blank form, so far as the name of the shipper was concerned. The affidavit by Captain Jackson, dated 9th July, was as follows:—"I had no instructions from, or dealings with, the plaintiffs in this suit or either of them, and I have not given to the plaintiffs or either of them any shipping order relating to any of the bales of cotton now on board the vessel Greyhound. 2.—I say that the 525 bales of cotton in the plaint mentioned were received on board the vessel Greyhound as goods shipped or sent by the defendant Cursondass Madhowdass, from whom I had contracted to receive on board 590 bales of cotton, and to whom I had given a shipping order and signed bills of lading under a guarantee. 3.—Until I received the letter of the 30th June from the plaintiffs, I did not know that the plaintiffs claimed to have shipped any goods on board the vessel Greyhound. The plaintiffs did not, nor did either of them, before the 20th June give me any notice that they required bills of lading to be issued to them for the 525 bales of cotton. 4.—The said Cursondass Madhowdass has not shipped on board the vessel Greyhound all the bales which he contracted to ship, and for which I have issued to him bills of lading. I deny that I fraudulently signed any bills of lading relating to the said 525 bales of cotton or to any other bales of cotton now on board the vessel Greyhound. At the time I delivered bills of lading to Cursondass Madhowdass, I had good reason to believe that he would ship all the bales of cotton he undertook to ship, and I obtained a guarantee to that effect from Manockjee Shapoorjee Kaka. I have on board, besides the 525 bales of cotton in the plaint mentioned, other bales of cotton not shipped by the plaintiffs, having the same marks as those claimed by the plaintiffs. The last-mentioned bales, as well as the said 525 bales, were shipped as goods sent by Cursondass Madhowdass. 5.—It was agreed that I should receive on board all goods sent by Cursondass Madhowdass, whether the goods came in his name or in the names of other persons. 6.—Before the said 20th June I several times requested Cursondass Madhowdass to complete his shipment, and he has completed it in part, but he has failed to ship the entire quantity agreed to be shipped by him. 7.—On the 1st July 1870 I instructed my attorney to write to the attorneys of Cursondass Madhowdass the letter, a copy whereof is hereto annexed; and I am informed and believe that in reply to such last-mentioned letter my solicitor received the reply, a copy whereof is annexed. 8.—I submit to this honourable Court that the plaintiffs have no claim against me or the owner of the said vessel Greyhound for the 525 bales of cotton in the plaint mentioned." The letter written to Cursondass' attorney, dated 1st July, addressed by Mr. Cleary to Messrs. Dallas and Lynch, was as follows:—"I am instructed by Captain Jackson of the ship Greyhound to enquire if it be a fact that your client Cursondass Madhowdass made an agreement with Narrondass Moolchund to ship 525 bales of cotton on board the ship Greyhound. Narrondass Moolchund through his solicitor now demands that the bills of lading to Cursondass Madhowdass be cancelled and a new one issued to him. If the facts be as stated, I will thank you to send me the bills of lading to Cursondass Madhowdass, and let me know if he has any objection to the issue of a new bills of lading to Narrondass Moolchund. The 525 bales are on board, and Narrondass Moolchund holds the mate's receipts." The reply, sent on the following day, was in these terms:—"In reply to your letter of the 1st instant, on behalf of Captain Jackson, there was no such agreement between Mr. Cursondass Madhowdass and Narrondass, but the converse of it is that he agreed with Cursondass to ship for him 525 bales of cotton on board the Greyhound, and he carried out his agreement, and enabled Mr. Cursondass to fulfil his guarantee to the captain to that effect. The bill of lading has passed into the hands of other parties, and the captain cannot now cancel it and issue another. The false reports in circulation about Mr. Cursondass and the prosecution of Messrs. Finlay, Scott and Co. have, for the present, so affected his credit that he was unable to pay Narrondas for the 525 bales which he shipped on his account and as his agent, and now by bringing forward these receipts he hopes to secure the cotton. But he gave credit to Mr. Cursondass Madhowdass, and to him he must look, and not to your client." In this state of facts, Mr. Mayhew contended that the captain was entitled to sign the bills of lading, and that he did so without any fraudulent intention. He had no notice of the plaintiffs' letter until the 28th June, and he had signed on a guarantee by a name which was known in commercial circles in Bombay as good for at least such an amount as the value of the bales. That was Mr. Mayhew's argument, but he (Mr. Latham) would not argue as to whether the captain was or was not liable to the plaintiffs. After thus stating the case for Captain Jackson, Mr. Latham proceeded to state the case on behalf of his own clients, and in doing so, first read the affidavit filed by Mr J. T. Lang, assistant to Messrs Stearns, Hobart and Co., which was to the following effect. "1.—On or about the 29th April, Cursondass Madhowdass consigned through Stearns, Hobart and Co. 500 bales of cotton, marked N. B., T. K., by the ship Greyhound, to Messrs. Stephen, Kennard and Co. (the correspondents in London of Stearns, Hobart and Co.) for sale in England, and drew a bill of exchange for £6,000 against the said shipment on Messrs. S. Kennard and Co., and endorsed to Messrs Stearns, Hobart and Co. two bills of lading, each for 250 bales, signed by the defendant James Jackson, then master of the ship Greyhound, for the said 500 bales, and to the best of my recollection of about the same date, and also handed to Stearns, Hobart and Co. the policies of insurance and letters of hypothecation in respect of the said 500 bales of cotton. 2.—On or about same date, or within a day or two afterwards, Stearns, Hobart and Co. advanced on the security of the said shipping documents to Cursondass Madhowdass Rs. 60,000. That advance was made in good faith, in the ordinary course of business, without any notice, expressed or implied, of any claim of any person whomsoever, other than Cursondass for the said 500 bales of cotton. 3.—Subsequently, Stearns, Hobart & Co. endorsed the documents to the Comptoir d'Escompte de Paris for value. 4.—Stephen Kennard & Co. have already, or will in the ordinary course of business, duly accept and pay the bills of exchange, and thereupon the bills of lading and other documents will be delivered to them on the arrival of the vessel in England, or on maturity of the bills of exchange. 5.—I have read the plaint and proceedings in this suit, and from information procured from Cursondass, as well as from the marks on the bales, I believe that of the 525 bales claimed by the plaintiffs, and sought to be recovered in this suit, 500 bales thereof are the bales so consigned through Stearns, Hobart and Co., and whereof the bills of lading were endorsed by them. 6.—I am informed by Cursondass, and verily believe, that there was no such agreement between himself and the plaintiff as in the plaint is alleged and set up, but that the plaintiffs had entered into an agreement with Cursondass to purchase on his account such cotton as he might from time to time require, and to deliver such cotton when purchased to Cursondass on board such ship or ships as he might direct, and that when, and as, the plaintiffs so purchased and delivered cotton for and on account of Cursondass, he from time to time made to them payments on general account, but did not, nor did the plaintiffs require him to pay the net amount due for each bale or lot of bales, as purchased and delivered to him on board ship, as aforesaid, inasmuch as the plaintiffs had a general running account with him, and I say that, as I am informed by Cursondass, and verily believe, the delivery of the said bales to Cursondass was complete when the bales were put on board ship, and that after such delivery the plaintiffs no longer had any interest or property in, or any lien in or control over the bales so delivered. 7.—I am further informed by Cursondass, and verily believe, that in pursuit of such agreement, the plaintiffs had at various times purchased, for and on account of him upwards of 3,000 bales of cotton, and have from time to time received from him large payments on account thereof, as appears by his banking book; and particularly I say that two several payments of Rs. 20,000 each were made to the plaintiffs, or one of them, by Cursondass on the 3rd and 9th June last, on each of which days Stearns, Hobart and Co. had laid to Cursondass, in respect of other consignments, the sum of Rs. 30,000. And I am further informed and believe that the plaintiffs now hold mate's receipts for upwards of 1,100 bales of cotton shipped by them for and on account of Cursondass Madhowdass, under the same agreement, the price whereof would, I believe, come to at least Rs. 1,50,000; whereas, I am informed, by Cursondass and verily believe, that he is only indebted to the plaintiffs on general account in a balance of less than Rs. 1,00,000. 8—I am also informed by the defendant J. Jackson, the master of the ship Greyhound, and verily believe, that all the cotton delivered on board by the plaintiffs was shipped by them in the name and on account of Cursondass Madhowdass, and as his agents, and under a general shipping order held by him; and the plaintiffs did not, nor did either of them, hold any shipping order, authorising any shipment by them on board the Greyhound, on their own account or in their own names but solely on account and in the name of Cursondass Madhowdass, nor were the receipts granted for the said 500 bales when shipped, made out in the name of the plaintiffs or either of them, but were delivered to the plaintiffs [illegible] Cursondass, and as his agents, nor did they ever apply for the bills of lading in respect of all or any of the cotton so put on board by them, until after the arrest of Cursondass. 9.—From inquiries I have made at the Custom House, I have also ascertained that the said 500 bales, part of the 525 bales so claimed by the plaintiffs, were passed through the Custom House by one Heerjeebhoy Hormusjee, clerk in the employment of Cursondass Madhowdass. 10.—The plaintiff Narrondass Moolchund has, I am informed and believe, for some time past, been in the habit of daily sitting in the house of Cursondass Madhowdass. He is intimately connected with him in business, and is, as I verily believe, acquainted with the cotton transactions of Cursondass and the manner in which the same are affected and carried out; and I believe that Cursondass obtained such advances as aforesaid on the bills of lading with the full knowledge and approval of the plaintiffs. 11.—I say that there is no special custom of the port of Bombay, as pretended in the fourth paragraph of the plaint in this suit, nor is there any other custom by which the master of a ship is bound to give any such effect as is contended for to mate's receipts, or any other effect than that to which they may be by law entitled, having regard to circumstances, and I submit that the defendant J. Jackson, as such master as aforesaid, is in no way bound by laws or custom to give to the plaintiffs bills of lading for the said 500 bales, he having already given bills of lading for the same to Cursondass Madhowdass, in whose name and under whose shipping order the same were shipped, and by such shipment were delivered to the said Cursondass. 12.—I say that the detaining of the said 500 bales of cotton by the injunction of this honourable Court, pending the hearing of this suit will be attended with very great inconvenience to the said Stearns, Hobart and Co.; with great detriment to the said cotton, especially considering the season of the year through which the plaintiffs ask that such cotton may be detained; and I say that even if this honourable Court should not think fit to discharge the present rule on the merits, it will be far more conducive to the interest of all parties interested in the cotton, or in the proceeds thereof, that the cotton should be allowed to proceed to England, and not be detained in Bombay by the injunction prayed for by the plaintiffs." In reply to Mr. Lang's affidavit, the plaintiff Narrondass Moolchund had filed an affidavit in which he stated that the agreement entered into between the plaintiffs and Cursondass, as referred to in the plaint, was so entered into on the 9th May and that "if, as is stated in the first paragraph of the affidavit of J. T. Lang, the bills of lading for 500 bales of cotton were signed by the defendant J. Jackson, as master of the ship Greyhound on or about the 29th April, they were signed not only before any of the bales were shipped, but long before the agreement was entered into, and consequently the bills of lading held by Stearns, Hobart and Co. cannot represent any of the bales the subject-matters of this suit same as hereafter mentioned." In this motion Stearns, Hobart & Co. had no knowledge of the real time when these bales were put on board, and they were consequently unable either to affirm or deny the statement he had just read. In the case of the Teresa, in which Jefferson, Campbell & Co. were defendants, it was ruled that the plaintiffs, by simply shipping these goods in the way they did ship them, gave the captain authority to sign bills of lading in respect thereof, and in either case he submitted the position of the intervenors was good, though the bills of lading had been signed before the goods were on board. If by the shipment the transferred property in the goods passed absolutely from the plaintiffs to Cursondass Madhowdass, then the latter was entitled to receive the bills of lading—and that such a transfer had been the intention of Cursondass was plain from the letter of his solicitors which he had read after the affidavit by me, Jackson;—and if the plaintiffs had such notice that Cursondass was pledging the bills of lading to Stearns, Hobart and Co. and was raising money upon them, then he apprehended the plaintiffs would be bound by such bills of lading even though they were signed before the shipment of the goods, because in that case it was done with their due acquiescence. In the third paragraph of the plaintiff's affidavit, it was stated that, "In the mate's receipts, which the plaintiffs hold, there are 500 bales of cotton bearing the marks stated by the said J. T. Lang to be in the alleged lading which Messrs. Stearns, Hobart and Co. hold. On reference to the mate's receipts annexed to this plaint it will be seen that there are 156 only which bear the mark N.B., T.K., 344 bales which bear the mark N. D., T. K., and 25 bales which bear the mark N.B., K.M." To this Mr. Lang had made a short affidavit in reply, which he would read. (The Advocate-General objected to the affidavit being read, but ultimately consented to it, except the third and fourth paragraphs). Mr. Latham then read the first part, which was as follows:—"I have read the affadavit of Narrondas Moolchund affirmed herein on the 16th day of July, 1870, and with reference to the second paragraph thereof, I say that I am unable to say at what date the 500 bales of cotton marked, N.B., T. K., referred to in the bills of lading, were actually shipped on board the ship Greyhound but I say that whether before or after the signing of the bills of lading they can be no other than the bales for which such bills of lading were given, the letters T.K. being our private mark, and indicating the firm of Tod, Kennard and Co., the correspondents at Liverpool of Stearns, Hobart and Co., and Stephen Kennard and Co., of London. 2.—With reference to the third paragraph of the same affidavit, there appears to be some confusion as to the letters within the diamond in the marks on the said bales, but I say that whether such letters be in fact N.B. or N.D., in a triangle, the letters T.K. which appear above the same are sufficient to identify the bales with those to which the bills of lading relate, and which were so consigned through Messrs Stearns, Hobart and Co. as aforesaid, and I say that the bills of lading contain the words "not accountable for counter-marks." The learned counsel further referred to the marks and contended that the mark T.K. on the bales was strong evidence that before the goods were shipped the plaintiffs knew the destination of the cotton. If the plaintiffs put on the mark, the presumption was that they knew what it meant, and that it was the private mark for Stearns, Hobart and Co.; and if Cursondass put the mark on the bales, then the fact that the plaintiffs allowed him to do so at his pleasure was very strong evidence of the delivery of the goods to him. Mr. Latham then submitted, as to the conflict between plaintiffs and Cursondass regarding the terms of the agreement, that the seventh paragraph of Mr. Lang's affidavit was almost admitted; and then he argued that the mate's receipts had been given to the plaintiffs as agents for Cursondass. He also mentioned that the plaintiffs had made no claim for a settlement of account until Cursondass was under arrest, and concluded by showing that the balance of convenience was in favour of allowing the cotton to proceed to England.

The Advocate General in reply said his learned friend's argument had proceeded on the allegation of Mr. Lang who made an affidavit in which he put forward his belief on the subject which, he stated, was founded on information from Cursondass Madhowdass. Now, Cursondass was a party to this suit, he was within the jurisdiction of the Court, he was easily come-at-able, his learned friend's clients knew perfectly well where he was, but still there was not a shred of an affidavit from Cursondass, nor the slightest particle of a statement that there had been an attempt to get an affidavit from him. Mr. Latham stated that Cursondass had refused to swear an affidavit, but there was no such statement before the Court, nor had there been the slightest effort to bring up Cursondass from the jail, where he at present was, under a writ of *habeas corpus*, or under the Prisoners' Testimony Act, though he could easily have been called to give evidence in support of Mr. Lang's statements. Cursondass in the course of conversation made certain statements, and Mr. Lang "verily believed" them, and put them in his affidavit. No doubt Mr. Lang's belief was very apt, since the statement so nearly touched him, and no doubt he would put the most favourable construction on any remarks by Cursondass, but the fact that Cursondass had made no affidavit, and still more, the fact that he had refused to make one, pointed strongly to the conclusion that in the conversations with Mr. Lang, Cursondass was trying to do the best he could to keep on tolerably friendly terms wit hhim, and that the reason why he would not make an affidavit was that he did not dare to make an affidavit of what he chose to state in conversation. The result, therefore, was that in this affair, which—though his learned friend had said he did not intend to use hard words, involved positive fraud by the plaintiffs if their statement was incorrect—reliance could not be placed on the information which Mr. Lang asked the Court to act upon. Now, what had Cursondass stated? He first made a statement to his attorneys. An attorney's letter, it was well known, often contained statements which attorneys could not verify upon oath—the attorneys got instructions, but they did not vouch for them in any way. Well, Messrs. Dallas and Lynch wrote to Captain Jackson that the plaintiffs had agreed to ship for Cursondass 525 bales of cotton on board the Greyhound, and had carried out that agreement. The second statement was that Cursondass' credit was so affected by the misfortune which had fallen upon him that he had been unable to pay for the cotton; and the third statement which was of importance with regard to this matter was the admission that the mate's receipts for 525 bales were still in the hands of the plaintiffs. Now, these were three very important statements, but they were conclusions at law, and not statements of fact, and they were conclusions for which there was no justification. Mr. Lang stated that "I am informed by Cursondass, and verily believe, that there was no such agreement between himself and the plaintiff as in the plaint is alleged and set up, but that the plaintiffs had entered into an agreement with Cursondass to purchase on his account such cotton as he might from time to time require, and to deliver such cotton when purchased to Cursondass on board such ship or ships as he might direct, and that when, and as, the plaintiffs so purchased and delivered cotton for and on account of Cursondass he from time to time made to them payments on general account." Now, the only important thing about that statement was the allegation that the payments were not made as the plaintiffs alleged they were, in respect of the particular cotton represented by the mate's receipt, and the reason which was given was that Cursondass "did not, nor did the plaintiffs require him to, pay the net amount due for each bale or lot of bales, as purchased and delivered to him on board ship as aforesaid, inasmuch as the plaintiffs had a general running account with him, and I say that, as I am informed by Cursondass, and verily believe, [illegible] by the mate's receipts, with our commission." Now, there was a positive statement of the plaintiff, negativing the statement of Cursondass Madhowdass and showing that the belief of Mr. John Young Lang rested upon no solid foundation. As to the allegation that the delivery of the goods was completed when on board ship, that was an opinion of Mr Lang's, which might be very valuable but was not so valuable to the Court as his learned friend would have it appear. Mr. Lang then went on to say, "I am further informed by the said Cursondass, and verily believe, that, in pursuance of such a agreement as last aforesaid, the plaintiffs had at various times purchased for and on account of Cursondass upwards of 3,000 bales of cotton." If that remark was intended to apply to all the transactions of this year, it was not strictly true; if it was intended to apply to all his transactions it was much less true. Mr. Lang proceeded—"And the plaintiffs have from time to time received from Cursondass large payments on account thereof as appears by his banking books." That might or might not be so;—the books were not before the Court, and did not appear to have been examined by Mr. Lang. The affidavit proceeded to say—"And particularly I say that two several payments of Rs. 20,000 each were made to the plaintiffs, or one of them, by Cursondass, on the 3rd and 9th June last, on each of which days Stearns, Hobart and Co. had paid to Cursondass in respect of other consignments, the sum of Rs. 30,000." All that might be perfectly true, but it in no way affected the position of the plaintiff. If the payments by Stearns, Hobart and Co. on the 3rd and 9th June had been made with regard to those 525 bales, that would have been very difficult, but Mr. Lang had discovered and he stated very plainly that the payments by Stearns, Hobart and Co. to Cursondass Madhowdass on these two days were in respect of consignments other than the one in this suit, and therefore that could not in any way affect the plaintiff's knowledge that this consignment had been hypothecated to Stearns, Hobart and Co. or their assigns. The statement only went the length of saying that money was paid to the plaintiffs; it in no way said that they had received from Cursondass moneys with regard to this special transaction. As to Mr. Lang's further statement—"And I am further informed and believe that the plaintiffs now hold mate's receipts for upwards of 1,100 bales of cotton shipped by them for and on account of Cursondass Madhowdass under the same agreement," it was perfectly true that the plaintiffs had receipts for bales, and if Mr. Lang had wished to know for how many, and to ascertain that accurately, he had only to add up the receipts in both cases, 525 on board the Greyhound and 609 on board the Teresa, and he would have found that plaintiffs held receipts of 1,134 bales. Mr. Lang said he believed the price of these bales might be about Rs. 1,50,000. That might be the value more or less, and Mr. Lang being in the cotton trade might be able to form a pretty close estimate. Mr. Lang told his Lordship that he had been informed by Cursondass and "verily believed" that he was only indebted to the plaintiffs in a balance of less than Rs. 100,000 on "funeral" account, (laughter)—it was "funeral" on his (the Advocate General's copy) and he was afraid the account was something of a "funeral" kind, but he had no doubt the copyist should have written it "general" account. Well Cursondass being a calculating man might be employing himself in jail in guessing how much he owed to everybody and might tell Mr. Lang, "I don't suppose I owe the plaintiffs more than a lakh," but that was a mere vague statement in conversation. It did not result from any settling of accounts nor examinations of books, and though Mr. Lang had come and stated it, and his learned friend had urged it, he did not suppose his Lordship would be inclined to attach much weight to it. His learned friend had commented on the fact that the plaintiffs did not go into a particular statement of their accounts with Cursondass, but he submitted that that was quite unnecessary. They limited themselves to this, that, whatever a full statement of the accounts might show, it was certain on the statement of Cursondass' own solicitors that this 525 bales had not been paid for, and that the mate's receipts for them were at present in the possession of the plaintiffs. Then Mr. Lang stated in the eighth paragraph of his affidavit a thing which he was not interested to deny, that Captain Jackson had told him and he "verily believed" that "all the cotton delivered on board by the plaintiffs, was shipped by them in the name and on account of Cursondass Madhowdass and as his agents, and under a general shipping order held by him; and the plaintiffs did not, nor did either of them, hold any shipping order, authorising any shipment by them on board the Greyhound, nor did they on their own account or in their own names but solely on account and in the name of Cursondass Madhowdass, nor were the receipts granted for the said 500 bales when shipped, made out in the name of the plaintiffs, or either of them." The curious thing about these receipts was that they were not in the name of Cursondass, the plaintiffs, nor any body, but were made without any name—so that there was not much to be made out of the statement he had just read. But the affidavit proceeded to say the receipts were given to the plaintiffs on behalf of Cursondass and as his agent. Now Captain Jackson did not give these receipts in the first instance, he did not sign a single one of them—they were signed by the chief officer on the bales arriving over the side, and it did not appear that there had been any specification of any kind as to whose behalf they were received for. It was perfectly impossible in the state of facts which existed here that his Lordship could give the slightest credit to the statements by Mr. Lang on the information of Mr. Jackson that the receipts were delivered to the plaintiff, on behalf of, and as agents for, the owner. Then Mr. Latham said—"Nor did the plaintiffs ever apply for the bills of lading in respect of all or any of the cotton so put on board by them, until after the arrest of Cursondass." As to that it did not appear in the affidavit, nor did he know if it would appear in the case, but Cursondass was arrested on the 28th June, and on that very day they applied. His learned friend thought it was suspicious that they did not apply sooner, but those events which his Lordship would remember with regard to the Aurora frauds, the suicide of Manockjee Shapoorjee Kaka and the arrest of Cursondass, followed one another in quick succession. The plaintiffs had no cause of suspicion till these events arose, and whenever they found that Cursondass was implicated, and that they ran a risk of losing their goods, they at once applied. He did not know the exact hour of the day, but all events they tendered, for payment, a note of the bales for which they held mate's receipts immediately on hearing of Cursondass' position. His learned friend relied on the statement that the plaintiff used to sit in Cursondass' house. The plaintiffs said they used to go there frequently with the mate's receipts to ask for their money, and possibly when they went they may have sat there. He did not know if importance was attached to the fact of their sitting, but possibly a man of so great importance as Cursondass Madhowdass would keep people sitting for some time till they got their money out of him. Then Mr. Lang said they were intimately connected with Cursondass. That they were not interested to deny their transactions had been large. Mr. Lang went on to say—"The plaintiff Narrondass is, as I verily believe, acquainted with the cotton transactions of Cursondass, and the manner in which the same are effected and carried out; and I believe that Cursondass obtained such advances as aforesaid on the bills of lading with the full knowledge and approval of the plaintiffs." That belief of Mr. Lang's was entirely his own: it was not founded on any information he had got; it rested on nothing more than his own choice. It suited him for the purposes of this suit to believe the plaintiffs had a guilty knowledge of the fraud that Cursondass had been appropriating, and he said "I verily believe it." The plaintiffs entirely denied that suggestion; and it rested only on Mr. Lang's view of the transaction between the parties. The plaintiffs' affidavit stated—"It is not true that for some time past I was daily in the habit of sitting at the office of the said Cursondass Madhowdass, but I generally went to him to deliver him the mate's receipts and take payments for the same; but it is totally untrue that I was acquainted with his cotton transactions, and also it is perfectly untrue that he obtained such advances with my full knowledge and approval. I say I never enquired of him to whom he shipped cotton or to whom he consigned the same. I merely asked him to take the mate's receipts I had, and pay me money for the same." That entirely disposed of Mr. Lang's belief on the subject. Then the statement that the plaintiffs never enquired of Cursondass for whom he shipped the cotton was material as to one of the statements of his learned friend. No doubt the plaintiffs must have known that the cotton was going to England, but they said distinctly they did not know to whom, and they never asked. His learned friend had said that because the letters T.K. were on the bales, the plaintiffs must have known from that what they were intended to signify, but surely that did not follow—they might have stood for Tricumjee Cursondass or Thomas Kent, the imagination might have full play as to their meaning. Then the bills of lading stated that the ship was "not responsible for counter marks," and so the plaintiffs might not have looked at any marks except those inside the triangles, and, even though they had been aware what the letters were, that would give them no more information than that those might be the initials of some one, or some firm, here or in England. His learned friend had said that the fact of putting in the name of Cursondass would be strong evidence of the delivery to him, but he had to submit that the main point of the agreement was that the plaintiffs were to get the mate's receipts and keep them as proof of their possession until the cotton was paid for, so that there could be no question of constructive delivery. No doubt if they had given up these receipts and allowed Cursondass to put on his name in that way, there would have been a strong case against the plaintiffs, [illegible] Lordship to arrive. There was nothing besides the mate's receipts that could be taken as proof of delivery; all the statements were perfectly consistent with their argument that they were to keep the receipts till the money was paid, and the plaintiffs were not touched by any of the small points which his learned friend had argued from Mr. Lang's affidavit, founded on conversations with Cursondass and the result of which was distinctly denied by the plaintiffs. As to inconvenience by the affidavit it was not suggested that any public inconvenience would arise in the matter; on the contrary, all Mr. Lang said was that there would be some inconvenience to Stearns, Hobart and Co., if his Lordship granted this injunction. That no doubt was so, but it was one of the necessary consequences of the position in which Stearns, Hobart and Co. were placed in this transaction. As far as detriment to the cotton was concerned if the plaintiffs made out their right the detention would be an injury to them and not to Stearns, Hobart and Co. If the decision were otherwise, then the present inconvenience was only what Stearns, Hobart and Co. might expect under the circumstances. At all events there was no inconvenience to the public to be considered, and therefore he would ask his Lordship to make absolute the rule.

This closed the argument and judgment was deferred. It may be given to-day (Tuesday.)

SMALL CAUSE COURT.—25TH JULY.

(Before J. O'LEARY, Esq.)

THE FORT PRESS COMPANY vs. PURBUT JETSEY.

The action was brought to recover Rs. 739, amount due for screwing 338 bales of cotton, &c. In the absence of the defendant the Court gave a verdict for the plaintiffs for the full amount and costs.

JETHA VURYA vs. MOGUL MEERZA ALLY MEERZA MAHOMED BABANEE.

Mr. Moroba Cannoba appeared for the plaintiff, the defendant did not appear. In July 1869, the plaintiff sold to defendant 612 bales of cotton for Rs. 79,777-11-0. Out of this the plaintiff received a large sum, and he now sought to recover Rs. 1,000, the balance due on account of the sale of cotton. The Court entered a verdict for the plaintiff for 1,000 and costs.

HIGH COURT.—APPELLATE SIDE.

THURSDAY, 14TH JULY.

(Before the Hon. Mr. Justice GIBBS and the Hon. Mr. Justice MELVILL.)

THE PUNISHMENT FOR SMUGGLING OPIUM.—JURISDICTION OF A FIRST CLASS SUBORDINATE MAGISTRATE.

THE QUEEN vs. HEERA JEEWA.

IN April last the prisoner in this case was charged before Mr. E. T. Richardson, full power magistrate of Poona, with having in his possession (without being a licensed retailer) a greater quantity than one quarter of a Surat seer (namely, 14 seers and 33 tolas) of opium, the same not having been imported according to the provisions of chapter 1 of Regulation 21 of 1827. The full power magistrate having entertained doubts whether he had jurisdiction in the matter, a reference was made to the district magistrate, and a reply having been received, the case was disposed of on the 18th April 1870. The prisoner was convicted and sentenced to pay a fine of Rs. 606-4-6, namely, double the value of the opium and double the value of the duty; or, in default of payment, to undergo one year's simple imprisonment.

The High Court having sent for the proceedings in the case reversed the conviction and sentence for the reason stated in the following judgment:—We have called for the proceedings in this case under the provisions of section 404 of the Criminal Procedure Code, in order that we might have an opportunity of reconsidering our decision in the case of Regina vs. Narayen wullud Natha and others (Criminal reference No. 209 of 1869.) Our decision in that case was that, under the last part of the amended schedule appended to the Criminal Procedure Code, a first class subordinate magistrate has jurisdiction to try the offence of possessing above a quarter Surat seer of opium, not shown to have been legally obtained under clause 4 section 10 of Regulation 21 of 1827. We are now of opinion that this decision cannot be sustained. Section 21 of the Criminal Procedure Code provides that, "The criminal courts of the several grades, according to the powers vested in them respectively by this Act, shall have jurisdiction in respect of offences punishable under the Indian Penal Code (Act 45 of 1860) or under any special or local laws except offences which are by any such law made punishable by some other authority therein specially mentioned, and, in the investigation and trial of offences hereby declared to be within their jurisdiction, shall be guided by the provisions of this Act." Clause 4, section 10, Regulation 21 of 1827 provides that a person having in his possession a greater quantity of opium than one quarter of a Surat seer shall be liable to the penalties enacted in section 4, to be enforced in the manner directed in section 7. By section 7 such penalty is to be enforced by information before the zillah magistrate. The zillah magistrate being specially mentioned as the authority by whom such penalty is to be enforced, we are of opinion that the case falls within the exception contained in section 21 of the Criminal Procedure Code, and that no other authority has jurisdiction. The conviction and sentence in this case are accordingly reversed, and the penalty ordered to be returned.

NEW BANK OF BOMBAY, LIMITED.

STATEMENT of the affairs of the New Bank of Bombay (Limited) on the 16th July, compared with the statement issued on the 23rd July:—

LIABILITIES.	16th July.	23rd July.
Proprietors' Capital paid up .... Rs.	50,00,000	50,00,000
Subscriptions on account of new Capital	10,00,000	10,00,000
General Treasury Balance	1,12,41,085	1,09,60,968
Deposits at Head Office	1,53,04,363	1,67,38,283
Deposits at Branches	15,88,611	16,08,736
Bank Post Bills outstanding	33,875	22,513
Reserve	2,92,936	2,92,936
Undrawn Cash Credits	8,61,110	8,77,442
Rs.	3,53,21,880	3,65,00,878
ASSETS.		
Government Securities	42,15,650	44,66,336
Loans at Head Office & Branches on Govt. Securities, Bullion, Goods and Metals	4,89,971	5,26,208
Credit Accounts at do. on Govt. Securities, Goods and Metals	24,71,487	21,86,584
Bills Discounted & purchased at do.	56,44,500	51,52,635
Dead Stock .... 4,81,246 Less written off 20,000	4,61,246	4,61,246
Stamps	6,772	6,607
Balances with Agents & Correspondents	8,26,092	12,21,733
Overdrafts	47,233	8,017
Govt. Reserve, Cash ....Rs. 69,60,968	72,41,085	69,60,968
Cash and Currency Notes at Head Office	84,35,654	96,08,821
Do. do. at Branches	34,92,699	36,89,124
Bullion at H. O. and Branches	16,89,491	17,02,604
Rs.	3,53,21,880	3,65,00,878

COLABA OBSERVATORY.

RESULTS OF METEOROLOGICAL OBSERVATIONS made at the Government Observatory, Colaba. Latitude—18° 53' 30" N., long. 4h. 51m. 16s. E. Height of Barometer above the Sea=37 feet.

Mean daily values derived from 24 hourly observations on July 23.

Barometer corrected to 32 deg. Fah	·695	in.
Temperature of the Air	80·6	„
Wet Bulb Thermometer	77·7	„
Dew Point	76·6	„
Relative Humidity of Air	·878	„
Extent of cloudy sky (the whole sky clouded=8)	8·0	„
Maximum temperature of air (read at 9½ A.M.) on following day	85·4	„
Minimum do. do.	78·5	„
Gen. Direction of Wind—WSW.		
Movement in 24 hours	515	miles.
	In.	Cts.
Fall of rain during the week	8	23
Registered between 1st January and 17th July	36	26
Total fall of rain between 1st Jany. and 24th July.	44	49